SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, October 28, 2025 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Jay Zembower

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Andy Searles, Church Together

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation proclaiming November 11, 2025 as Veteran's Day and observing Operation Green Light in Seminole County, FL. Countywide **(Joey Cote, Veterans Services Manager)** — 2025-649

2. Resolution - A Resolution honoring the retirement of Judge John L Woodard — 2025-1010

3. Presentation - Seminole 250 **(Deborah Bauer, Seminole County Semi Quincentennial Planning Subcommittee Chair)** — 2025-1008

4. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** — 2025-1007

IV. CONSENT AGENDA – PUBLIC PARTICIPATION

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

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

Constitutional Officers – Consent Agenda (Items No. 5 - 6)

5. Expenditure Approval Lists dated October 1 and 8, 2025; and Payroll Approval List dated September 25, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2025-986**

6. Approve Budget Amendment Request (BAR) # SOE-001 in the Supervisor of Elections Fund to appropriate funding in the amount of $68,318.84 to recognize revenue and interest earned in FY25. Countywide (**Amy Pennock, Supervisor of Elections**) **2025-981**

County Manager's Consent Agenda (Items No. 6a - 28)

County Attorney's Office

6a. Approve and authorize the Chairman to execute the proposed negotiated settlement in the matter of Seminole County vs. Alexa Dickson (Seminole County Case # 2025-CC-004343). Countywide **(Kate Latorre, County Attorney)** **2025-1030**

County Manager's Office

7. Approve and authorize the Chairman to execute a Proclamation proclaiming Alton Williams as the 2025 SCAC Artist of the Year. **(Alton Williams, Artist)** **2025-1005**

Administrative Services

8. Award RFP-605040-25/LAS Vending Machine Services to Compass Group USA, Inc. dba Canteen and authorize the Purchasing and Contracts Division to execute the agreement. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities **2025-865**

9. Award RFP-6712-25/HSM Building Program Development Services for Proposed Seminole County Indoor Complex venue to Pizzuti Solutions, LLC, and authorize staff to negotiate the fees for the services and authorize the Purchasing and Contracts Division to execute the agreement. Furthermore, staff recommends authorizing the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-004 in the Tourism Improvement District Fund to transfer $281,050 from Reserves. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Parks and Recreation **2025-969**

10. Approve the ranking list and authorize staff to negotiate rates in accordance with Section 287.055 Florida Statutes, Consultants Competitive Negotiation Act, and authorize the Purchasing & Contracts Division to execute one (1) Master Services Agreement (MSA) for PS-6549-25/RTB - Architectural and Engineering Services for the Seminole County Administration Building. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities **2025-917**

11. Approve the ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement and Work Order #1 for Pre-Construction Services under PS-6548-25/RTB - Construction Manager at Risk (CMAR) for the Seminole County Administration Building. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities Department **2025-927**

12. Approve the Assignment and First Amendment of Master Services Agreement for Professional Lake Management Services (PS-6356-25/LTT) from Environmental Research and Design to ERD Water, LLC., and authorize the Purchasing and Contracts Division to execute the Amendment. Countywide **(Stephen Koontz**, **Administrative Services Deputy Director)** Requesting Department - Environmental Services **2025-968**

13. Approve execution of the dedication and authorize the Chairman to sign the Casselberry Public Safety Facility Final Plat related to the construction of Fire Station 25. District4 - Lockhart **(Stephen Koontz, Administrative Services Deputy Director)** **2025-974**

14. Approve and authorize the Chairman to execute three (3) Mutual Termination of Easements (Parcel Nos. 112.2, 140.05 and 141.03) relating to property acquired by Florida Department of Transportation for the State Road 400 (I-4) Improvement Project FDOT FP#242592-4. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)** **2025-982**

15. Approve and authorize the Chairman to execute a Purchase Agreement for lots 5 and 6 (Parcel ID 32-19-31-503-0000-0050) located in the Roseland Park subdivision (12,632 ± SF) as part of the Roseland Park Expansion Project between Stanley and Edith Mgbeojirikwe and Seminole County for $85,000.00 as full settlement of any and all claim for compensation for which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)** **2025-871**

Community Services

16. Approve and authorize the Chairman to execute the Homeless Services Network of Central Florida, Inc. Community Services Funding Agreement in the amount of $72,614 FY 2025-2026 for the continuation of advocacy services for the homeless population in Central Florida. Countywide **(Allison Thall, Community Services Director)** **2025-970**

Development Services

17. Approve and authorize the Chairman to execute a Special Event Permit for the Wekiva Island Winter Wonderland from November 30, 2025 to December 23, 2025 and December 28, 2025 to December 30, 2025 located at 1000 - 1014 Miami Springs Drive, Longwood; (Mary Sue Weinaug, Applicant) District3 - Constantine **(Jose Gomez, Development Services Director)** **2025-915**

18. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising Section 20.10 (Development, Building, Inspection and Administrative Charges) to reduce the fee for applications for forgiveness or reductions of code enforcement liens and eliminating the provision regarding appeals to the Board of County Commissioners; and providing an effective date. **(Tricia Johnson, Deputy County Manager)** **2025-1015**

19. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by deleting Section 3.20 (Code Enforcement Lien Requests for Waivers/Reductions and Procedure to Satisfy Liens Paid in Full) and Section 3.21 (Code Enforcement - Special Magistrate Rules of Procedure); and providing an effective date. Countywide **(Tricia Johnson, Deputy County Manager)** **2025-1014**

Emergency Management

20. Approve and authorize the submission of a grant application to the FEMA Flood Mitigation Assistance Grant Program requesting $877,105 for an erosion control project within the City of Altamonte Springs along Little Wekiva River at Sanlando Center; authorize the County Manager or designee to execute all grant documents associated with the grant application. District3 - Constantine **(Alan Harris, Emergency Management Director)** **2025-983**

Fleet and Facilities

21. Approve the Guaranteed Maximum Price (GMP) of $671,698 for the Rosenwald Community Property Development, Phase 1A, in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute Work Order No. 2 for Construction Services under PS-6230-24/HSM - Construction Manager at Risk (CMAR) Agreement for Rosenwald Community Property Development. District4 - Lockhart (**Chad Wilsky, Fleet and Facilities Director**) **2025-998**

Office of Economic Development and Tourism

22. Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and Prospera in the amount of $60,000 for the purpose of providing bilingual assistance to entrepreneurs seeking to establish or expand their businesses in Seminole County. Countywide **(Gui Cunha, Office of Economic Development & Tourism Director)** **2025-755**

23. Approve and authorize the Chairman to execute a Tourist Development Tax Funding Agreement with Central Florida Hotel and Lodging Association, Inc. in the amount of $10,500 for the FY2025/26 funding allocation for tourism research. Countywide **(Gui Cunha, Economic Development and Tourism Director)** **2025-779**

24. Approve and authorize the Chairman to execute the National Entrepreneur Center Partnership Agreement in the amount of $45,000 for the purpose of providing small businesses and entrepreneurs access to professional business assistance, quality educational programming, and practical industry expertise in Seminole County. Countywide **(Gui Cunha, Economic Development and Tourism Director)** **2025-780**

25. Approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc., in the amount of $30,000 for the FY2025/26 funding allocation for marketing and advertising. Countywide **(Gui Cunha, Office of Economic Development and Tourism Director)** **2025-855**

26. Approve and authorize the Chairman to execute a tourism development tax funding agreement with Historic Goldsboro Main Street, Inc. in the amount of $30,000 for the FY26 funding allocation for marketing and advertising. Countywide **(Gui Cunha, Economic Development and Tourism Director)** **2025-856**

27. Approve and authorize the Chairman to execute the Seminole County Government - Orlando Economic Partnership, Inc., Master Services Agreement in the amount of $406,490.00 per year for Fiscal Years 2025/26, 2026/27, and 2027/28 for the purpose of providing economic development services in Seminole County, Florida. Countywide **(Gui Cunha, Director Office of Economic Development and Tourism)** **2025-957**

Parks and Recreation

28. Approve and authorize the Chairman to execute the Second Amendment to the Sylvan Lake Sports Center Use and Management Private/Public Partnership Agreement with Orlando Sports Holdings, LLC, d/b/a Orlando City Soccer Club that extends the term through December 31, 2028, with an option of an additional one (1) year, terminating on December 31, 2029. District5 - Herr **(Richard Durr, Parks and Recreation Director)** **2025-987**

V. REGULAR AGENDA

29. Economic Development Update **(Gui Cunha, Economic Development and Tourism Director)** **2025-1006**

VI. WORKSESSION

30. 3rd Generation One Cent Infrastructure Sales Tax: From Completion to Next Steps Worksession; and approve the Chairman to execute a Resolution implementing the Budget Amendment Request 25-053 in the amount of $22,551,777 to re-align budgets for existing infrastructure projects. **(John Slot, Public Works Director and Tawny Olore, Jacob's Sub-Consultant)** **2025-989**

31. 4th Generation Sales Tax Project Priorities **(Kristian Swenson, Assistant County Manager and Tim Jecks, Management & Budget Director)** **2025-990**

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

32. Quarterly Service Recognition Awards **(Christina Brandolini, Human Resources Director)** 2025-1009

VII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Legislative

33. Approve the adoption of the Ordinance amending Chapter 95, Health, Property Maintenance, and Sanitation, of the Seminole County Code of Ordinances by amending Part 1 related to nuisances; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date. Countywide. (**Tricia Johnson, Deputy County Manager**) 2025-962

34. Approve the adoption of the Ordinance amending Chapter 120, Junk and Junk Dealers, of the Seminole County Code by amending Part 1 related to junk vehicles; Changing the name of Chapter 120 to “Junk”; Clarifying and updating definitions and regulations regarding removal of junk vehicles; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date. Countywide. **(Tricia Johnson, Deputy County Manager)** 2025-978

35. Approve the adoption of the Ordinance amending Chapter 168, Nuisances, of the Seminole County Code by amending Part 1 related to unoccupied, unsuitable and dangerous or unsafe buildings and structures; Providing for codification in the Seminole County Code; Providing for severability; and providing an effective date. Countywide. **(Tricia Johnson, Deputy County Manager)** 2025-979

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. DISTRICT COMMISSIONER REPORTS

District 4 - Commissioner Lockhart

District 5 - Commissioner Herr

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

District 2 - Chairman Zembower

X. CHAIRMAN'S REPORT

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

XII. ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-649

Title:

Proclamation proclaiming November 11, 2025 as Veteran's Day and observing Operation Green Light in Seminole County, FL. Countywide **(Joey Cote, Veterans Services Manager)**

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING NOVEMBER 11, 2025
VETERANS DAY IN SEMINOLE COUNTY, FLORIDA
AND RECOGNIZING SEMINOLE COUNTY VETERANS FOR THEIR
OUTSTANDING SERVICE TO THE UNITED STATES

WHEREAS, at 11:00 AM on November 11, 1918, after four years of bitter conflict, the world rejoiced and celebrated the signing of an Armistice by the Allied Forces and the Federal Republic of Germany for the cessation of World War I; and

WHEREAS, to remember the sacrifices that men and women made to ensure lasting peace, on November 11, 1919, President Woodrow Wilson proclaimed Armistice Day in the United States; and

WHEREAS, on June 4, 1926, the United States Congress passed a concurrent resolution requesting that President Calvin Coolidge issue a proclamation to observe November 11th with appropriate ceremonies; and

WHEREAS, on May 13, 1938, twenty years after World War I, Congress passed an Act making November 11th in each year a federal holiday, a day to be dedicated to the cause of world peace and to be thereafter celebrated and known as "Armistice Day"; and

WHEREAS, to honor all American veterans of all wars, President Dwight D. Eisenhower signed into law a bill on June 1, 1954, introduced by U.S. Representative Edwin Rees of Kansas, officially renaming Armistice Day to Veterans Day; and

WHEREAS, in 1971, President Richard Nixon declared Veterans Day would be observed on the second Monday in November; and

WHEREAS, recognizing the historic and patriotic significance of commemorating Veterans Day on its original date, President Gerald Ford signed Public Law 94-97 (89 Stat. 479) on September 20, 1975, returning the annual observance of Veterans Day to its original date of November 11th; and

WHEREAS, approximately 200,000 service members transition from military to civilian life each year, returning to communities across the nation; and

WHEREAS, the National Association of Counties and the National Association of County Veterans Service Officers invite the community to join Operation Green Light for Veterans, a program symbolizing hope, renewal, and forward movement in support of veterans transitioning to civilian life; and

WHEREAS, in observance of Operation Green Light, Seminole County encourages its citizens to honor the service and sacrifice of veterans by displaying a green light in a window of their home or place of business from November 4th through November 11th; and

NOW, THEREFORE, BE IT PROCLAIMED that the Seminole County Board of County Commissioners does hereby designate November 11, 2025 as

Veterans Day

in Seminole County, Florida and calls upon all Seminole County residents to honor the contributions of current and former members of the United States Armed Services.

ADOPTED this 28th day of October 2025.

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1010

Title:

Resolution - A Resolution honoring the retirement of Judge John L Woodard

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
HONORING THE RETIREMENT OF
JUDGE JOHN L. WOODARD III

WHEREAS, the Honorable John L. Woodard III was admitted to The Florida Bar on March 28, 1978, and has been Board-Certified as a Criminal Trial Specialist since 1988; and

WHEREAS, Judge Woodard earned his Bachelor of Arts degree from the University of Florida and his Juris Doctor from Wake Forest University; and

WHEREAS, prior to his judicial service, he served as an Assistant State Attorney in the Ninth Judicial Circuit, practiced in private practice, was President of the Central Florida Criminal Defense Lawyers Association, and chaired the Orange County Bar Criminal Law Committee; and

WHEREAS, on May 2, 2007, Governor Charlie Crist appointed him to the Seminole County Bench as County Court Judge; and

WHEREAS, among his judicial assignments, Judge Woodard has been a lead figure in establishing the County Court within the 18th Judicial Circuit; he has also been significantly involved with specialized courts, serving both as Judge of the Mental Health Court and Judge of the Veterans Court in Seminole County; and

WHEREAS, Judge Woodard has helped secure federal grants to fund the Mental Health Court, demonstrating dedication to addressing complex social issues through the judicial system and

WHEREAS, his professional service includes membership in many organizations: the Seminole County Bar Association; the Volie Williams Inns of Court; the Seminole County Mental Health Task Force; serving on the Seminole County Supervisor of Elections Canvassing Board, including a term as Chair from 2010-2014; past membership in the Central Florida Association of Criminal Defense Lawyers (including as President); and participation in national legal organizations; and

WHEREAS, his work has been recognized with multiple awards, including the Seminole County Bar's Lifetime Achievement Award (2019); the Bar's Distinguished Service Award for his creation and implementation of Veterans Court (2013); Certificate of Appreciation from Navy Seabee Veterans of America (2013); the Gary Formet Award of Judicial Excellence (2012); and the Mize-Dickey "Judge of the Year" Award (2010); and

WHEREAS, over his time on the bench, Judge Woodard has presided with fairness, compassion, and professionalism, championing access to innovative court programs, particularly in the areas of mental health and veterans' issues.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that we do hereby recognize and commend the Honorable John L. Woodard III for more than 18 years of dedicated and distinguished service as County Court Judge (2007-2025), honoring his many professional accomplishments, judicial leadership, and his immeasurable contributions to Seminole County's legal and civic community.

BE IT FURTHER RESOLVED that we extend our deepest gratitude to Judge Woodard for upholding the rule of law with integrity, for advancing the cause of justice in all his rulings, and for his vision in establishing courts and programs which serve the most vulnerable among us.

BE IT FINALLY RESOLVED that we wish Judge Woodard a well-earned, restful, and joyous retirement, with our very best wishes for health, happiness, and continued service in whatever new ways he may choose to engage with this community.

ADOPTED this 28th day of October 2025

_____

Jay Zembower, Chairman
Seminole County, Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1008

Title:

Presentation - Seminole 250 **(Deborah Bauer, Seminole County Semi Quincentennial Planning Subcommittee Chair)**

Seminole 250:
An Overview of the Seminole County Semiquincentennial Planning Subcommitee

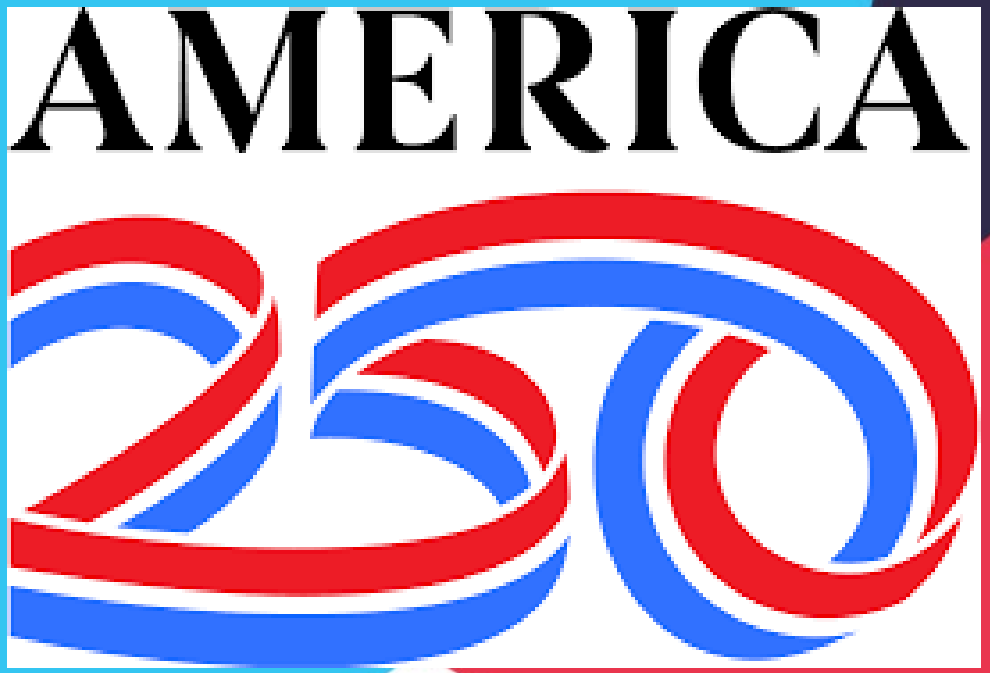
by
Dr. Deborah Bauer,
Seminole250 Chair &
Seminole County Historical Commissioner

Seminole County BCC
Sanford, FL
Tuesday, 10/28/2025

What is the American Semiquincentennial Anniversary?

July 4, 1776

What is the American Semiquincentennial Anniversary?



Congress established the United States Semiquincentennial Commission to "provide for the observance and commemoration of the 250th anniversary of the founding of the United States through local, state, national and international activities planned, encouraged, developed an coordinated by a national commission representative of appropriate public and private authorities and organizations" in 2016.

What is the American Semiquincentennial Anniversary?

The Governor of Florida, Ron Desantis, created and signed Executive Order 24-267 on December 5, 2024 and created the Florida Semiquincentennial Advisory Commission, which met under the leadership of Chairman Cory Byrd, the Florida Secretary of State, on May 8, 2025 and declared its intention to cooperate with all 67 counties in Florida on coordinating appropriate commemorative and celebratory opportunities for the 250th anniversary.

What is the American Semiquincentennial Anniversary?

The Seminole County Historical Commission passed a resolution on June 19, 2025 creating the Seminole County Semiquincentennial Planning Subcommittee AKA Seminole250 and named Dr. Deborah Bauer as its chair.

Seminole 250 Subcommittee: Membership

- **Chair: Appointed by Seminole County Historical Commission**
- **Vice Chair: Elected by Subcommittee Members**
- **Members at Large: Representatives chosen by the 7 city managers, the school district superintendent, the college, and the airport**

Seminole 250 Subcommittee: Unofficial Kickoff on 7/31/2025

Seminole 250 Subcommittee: Unofficial Kickoff on 7/31/2025

Seminole 250 Subcommittee: Efforts

Seminole 250 Subcommittee: What were the Goal(s)?

- **the Seminole County Semiquincentennial Planning Subcommittee of the Seminole County Historical Commission shall meet between June 2025 and October 2025 according to a meeting scheduled as determined by the subcommittee. The meetings shall be noticed and open to the public.**

- **The Seminole County Semiquincentennial Planning Subcommittee of the Seminole County Historical Commission shall solicit knowledge and input from each subcommittee's member for planning purposes only.**

- **The Seminole County Semiquincentennial Planning Subcommittee of the Seminole County Historical Commission shall hold at least one public meeting and solicit input from any Seminole County based non-profit/501 c3 arts and culture and/or history/archaeology/cultural heritage group who has an interest in sharing input and participating in the planning of the county-wide commemoration.**

- **The Seminole County Semiquincentennial Planning Subcommittee of the Seminole County Historical Commission shall hold at least two meetings to solicit input from the general public on ideas as to how the county-wide activities should be commemorated.**

- **The Seminole County Semiquincentennial Planning Subcommittee of the Seminole County Historical Commission shall work together to create an advisory plan that will be presented to the Seminole County Board of Commissioners for consideration no later than October 2025.**

Seminole 250 Subcommittee: Process

- **Subcommittee created that the Seminole County Historical Commission on June 19, 2025.**
- **Invitations were sent to the ten partner institutions to appoint a representative.**
- **Public meetings were held at the BCC Chambers in Sanford, Florida on the following days/times:**

Wednesday – June 25, 2025—5-7pm
Thursday—July 17, 2025—6-8 pm
Tuesday—July 29, 2025—5-7 pm
Thursday—Aug 14, 2025—6-8 pm
Wednesday—Aug 27, 2025—5-7 pm
Monday—Sept 8, 2025—5-7 pm
Thursday—Sept 25, 2025—6-8pm
Thursday Oct 9, 2025—6-8 pm

- **Public input was solicited at public meetings that were noticed. Agendas and minutes of the meetings were created.**
- **The subcommittee members worked with Seminole County staff to apply for a Florida 250 grant that was unfortunately not funded by the State of Florida.**
- **The Seminole County Historical Commission met on October 16, 2025, voted unanimously to approve the report draft presented to them by the subcommittee, and agreed to forward it to the Seminole County Board of Commissioners for review and consideration.**

Seminole 250 Subcommittee
Final Report Overview and Recommendations

Seminole 250 Subcommittee: Recommendations

- **Creation of Seminole 250 Website with unique URL (EX. www.seminole250.com) with a calendar of 250 related events to be updated throughout 2025/2026.**
- **Creation of a Seminole 250 Logo and Coordination a countywide marketing plan with cities and foundational institutions to use Seminole250 Logo throughout Seminole County.**
- **Kick Off 2026 with creation of Proclamation/Resolution of Support celebrating 250th anniversary from BCC, 7 city commissions, and school district, college, and airport boards.**
- **Organize and Promote the Seminole County Liberty Tree Program with all 11 host institutions.**
- **Implement a historical marker at an appropriate location to commemorate 250th anniversary.**

Seminole 250 Subcommittee: Recommendations

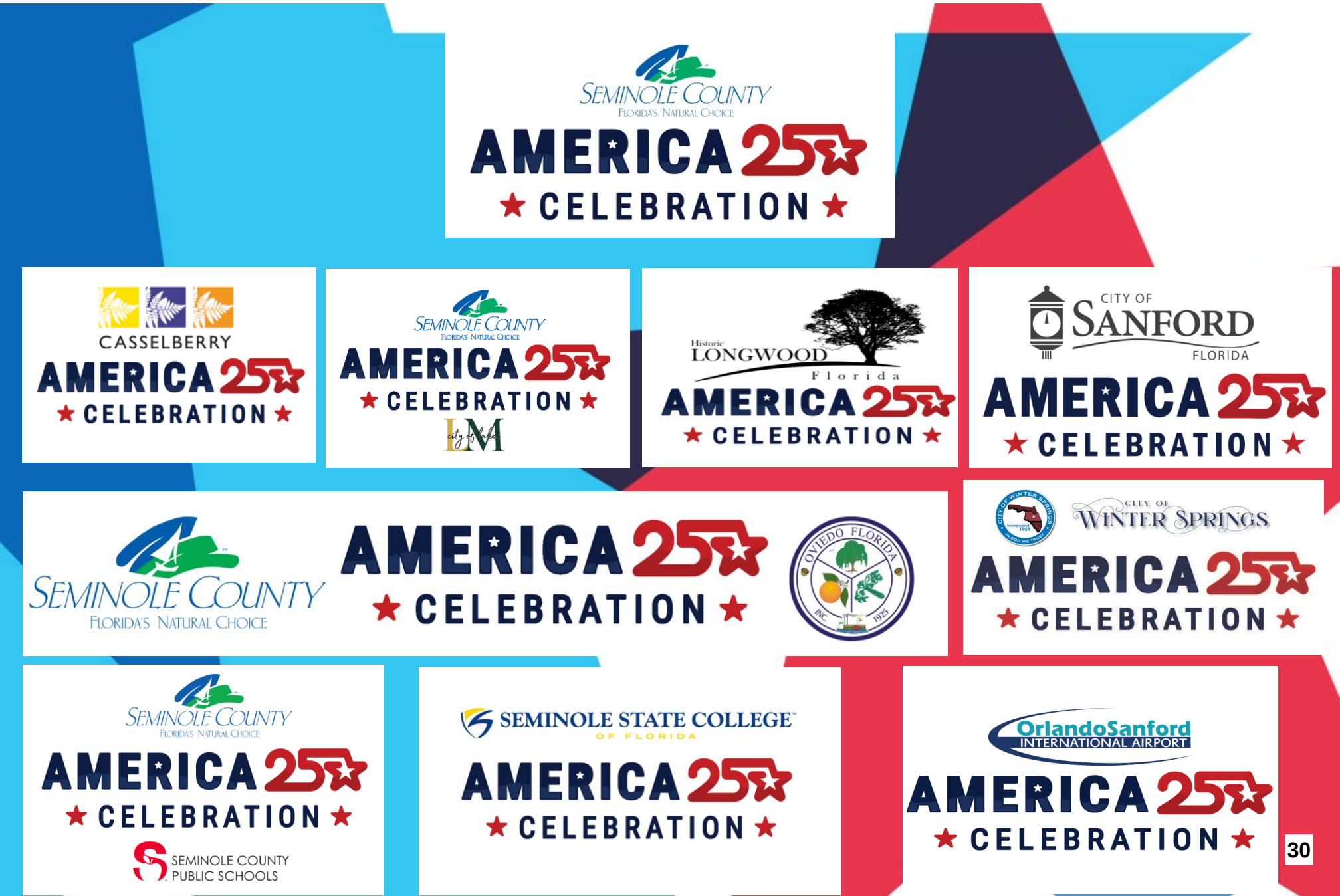
- **Work with Seminole County Office of Communication and the Seminole County Economic Development to promote appropriate Seminole 250 events via social media and SGTV.**

- **Work with local museums to host special themed museum exhibits in 2026 related to America 250.**

- **Work with Seminole County Parks & Recreation (Library Services) to host scholarly talks on related America 250 topics throughout 2026.**

- **Have Seminole County Office of Communications work to create a full color 2-sided rack card (4x9) to explain what the 250th Anniversary is and distribute throughout county. It should include the URL and QR code for the Seminole 250 website and include Seminole County 250 Logo in a prominent way. The backside might include a Passport to History program like what is done by the Division of Libraries for their Passport to Reading Program. Also consider creating a limited number of 250 themed "Challenge Coins" for distribution in limited numbers (approximately 500-1000 count) throughout 2026 to dignitaries and VIPs. The design would include the Seminole County 250 logo and 1776-2026 dates.**

Seminole 250 Subcommittee: See you in 2026!



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1007

Title:

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

ECONOMIC OUTLOOK & PORTFOLIO REVIEW

OCTOBER 28, 2025

Scott McIntyre, CFA | Managing Director
Scott.McIntyre@HilltopSecurities.com

Greg Warner, CTP | Managing Director
Greg.Warner@HilltopSecurities.com

- *The labor market weakens further.*
- Inflation continues to trend (gradually) higher…
- The Fed is expected to cut another 25 bps *tomorrow.*
- The federal government shutdown enters its fourth week.

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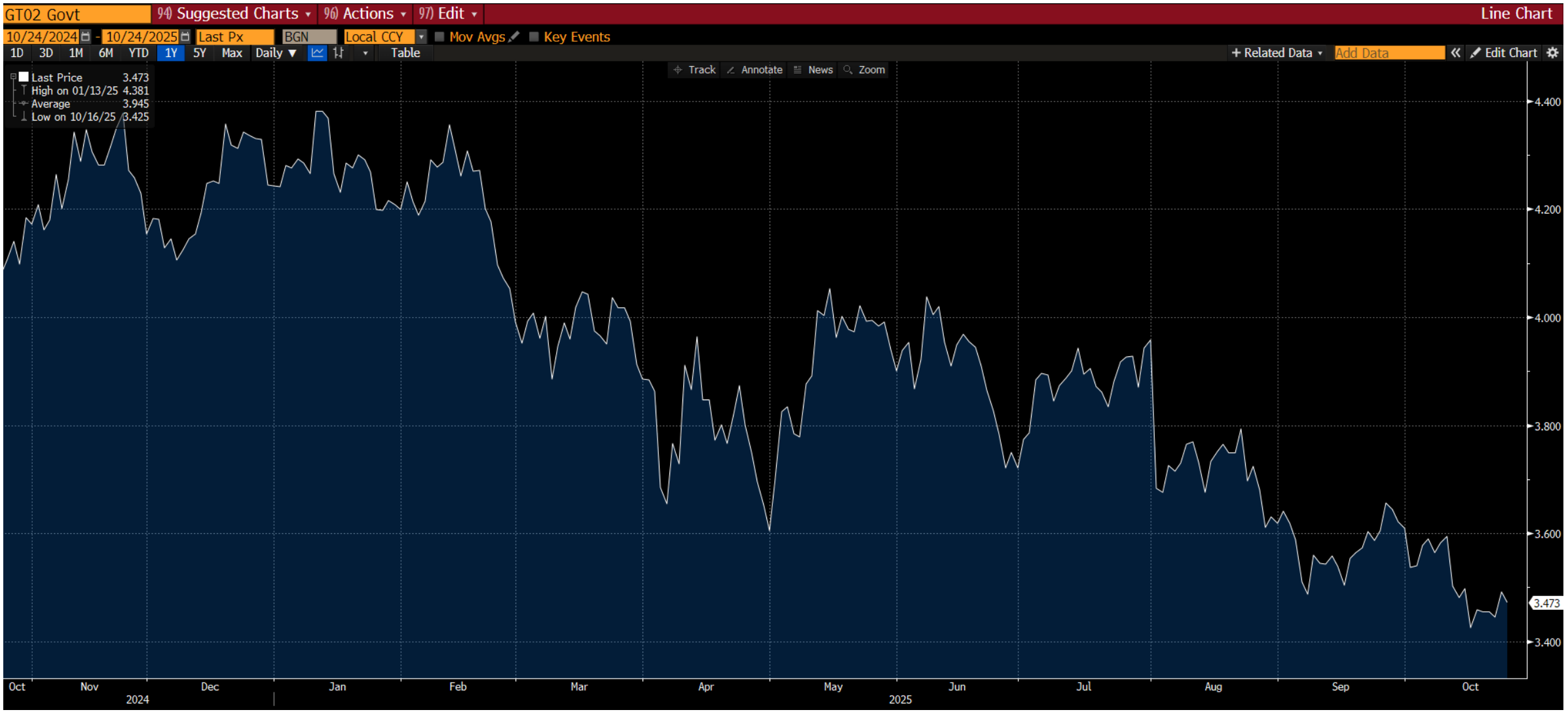
BOND YIELDS – 2 YEAR TREASURY NOTE YIELD



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U.S. Treasuries

○ 6-month	~~4.25%~~	~~4.03%~~	~~3.81%~~	3.78%
○ 12-month	~~4.06%~~	~~3.87%~~	~~3.59%~~	3.55%
○ 24-month	~~3.88%~~	~~3.66%~~	~~3.55%~~	3.47%
○ 36-month	~~3.84%~~	~~3.64%~~	~~3.53%~~	3.46%

Overnight Investment Pools (10/21/25)

○ Fl. Prime	~~4.45%~~	~~4.44%~~	~~4.35%~~	4.29%
○ Fl. Trust	~~4.42%~~	~~4.41%~~	~~4.42%~~	4.25%
○ Fl. Class	~~4.34%~~	~~4.33%~~	~~4.31%~~	4.22%
○ Fl. Safe	~~4.31%~~	~~4.31%~~	~~4.24%~~	4.18%
○ Fl. STAR	~~4.30%~~	~~4.28%~~	~~4.20%~~	4.15%

Florida QPD Savings

- Multiple banks at 2.25% to 4.32%

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- Upcoming Maturities:
  - *11/14 $27mm Centennial Bk CD @ 5.30%*
  - *11/17 $10mm FFCB @ 4.41%*
  - *11/21 $10.4mm PALM term @ 4.46%*
  - *11/25 $20.7mm PALM term @ 4.46%*

- Recent Transactions

  - *PALM term $10.7mm @ 3.93% to 6/25/26*
  - *Reallocated $30mm to FL QPD savings @ 4.28%*

- Recommended Purchases
  - *$20 mm PALM term to July, Aug 2026 @ 3.80%*
  - *$15 mm Treasury to May/June 2028 @ 3.48%*
  - *Roll $27mm CD, check 12-,18-, 24-month rates*

Expenses to be paid from Florida Prime

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

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PORTFOLIO SNAPSHOT (SEPTEMBER 30, 2025…PROJECTED OCT)

	September 30 Portfolio			**Proposed Invest / (Divest)**	*Projected Oct Portfolio*		
Cash Equivalents	**Allocation**	**Current %**	**Policy Limit Deviation**		**Allocation**	**Proposed %**	**Policy Limit Deviation**
Bank QPD Funds	62,102,688	8.0%	-92.0%	-	62,102,688	8.0%	-92.0%
Florida Prime	47,042,868	6.1%	-23.9%	55,400,000	102,442,868	13.2%	-16.8%
Other Cash Pools	19,420,132	2.5%	-24.5%	-	19,420,132	2.5%	-25.8%
Total Liquid Funds	128,565,688	16.6%		55,400,000	183,965,688	23.7%	
Investments							
Treasuries	281,282,250	36.2%	-63.8%	-	281,282,250	36.2%	-63.8%
Agencies	209,852,828	27.0%	-53.0%	(45,000,000)	164,852,828	21.2%	-58.8%
MBS	814,280	0.1%	-29.9%	-	814,280	0.1%	-29.9%
Fixed Term Pool (PALM)	101,046,424	13.0%	-24.5%	(10,400,000)	90,646,424	11.7%	-25.8%
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	55,212,741	7.1%	-17.9%	-	55,212,741	7.1%	-17.9%
Total Investments	648,208,523	83.4%		(55,400,000)	592,808,523	76.3%	
Total Portfolio	776,774,211	100.0%			776,774,211	100.0%	

Avg Portolio Maturity in days (as of 9/30): 371 (Projected Oct...): 366

Portfolio by Maturity

	Current		*Proposed **	
	Portfolio %	**WA Yield**	**Portfolio %**	**WA Yield**
Less than 90 days	32.5%	4.47%	32.5%	4.43%
3 - 12 months	24.4%	4.31%	28.8%	4.31%
Beyond 12 months	43.1%	4.20%	38.7%	4.17%
Total	100.0%	4.31%	100.0%	4.29%

** Proposed portfolio %.*

Portfolio Stats 9/30/25

- Avg. maturity: 371 days
- Avg. yield: 4.31%
- Fixed/Floating: 83% / 17%
- <90 days $252 mm

Portfolio Stats 10/31/25

- Avg. maturity: 366 days
- Avg. yield: 4.29%
- Fixed/Floating: 76% / 24%
- <90 days $224 mm

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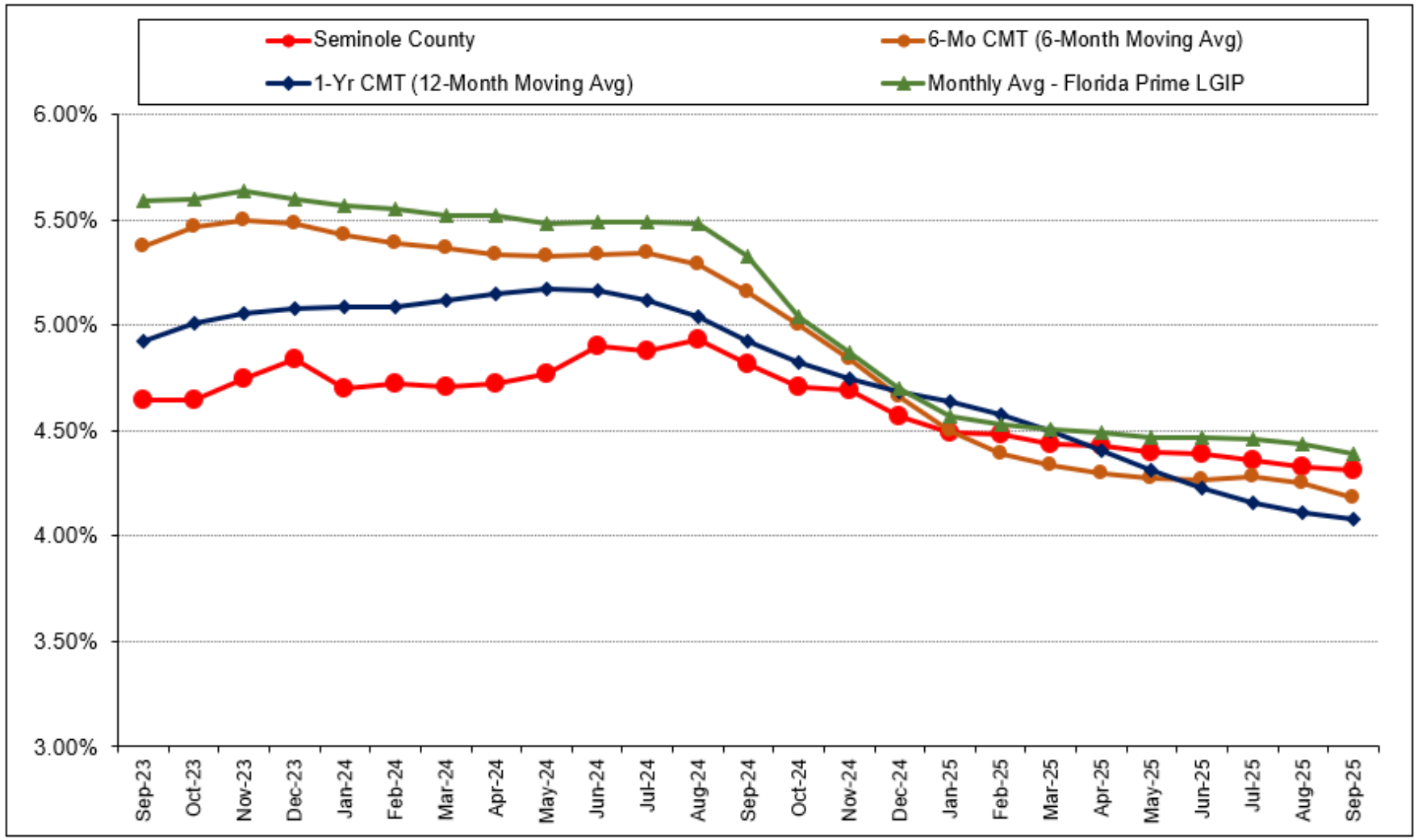
BENCHMARK COMPARISON 9/30/2025

	Seminole County	6-Mo CMT (6-Month Moving Avg)	1-Yr CMT (12-Month Moving Avg)	Monthly Avg - Florida Prime LGIP
Sep-23	4.65%	5.38%	4.93%	5.59%
Oct-23	4.65%	5.47%	5.01%	5.60%
Nov-23	4.75%	5.50%	5.06%	5.64%
Dec-23	4.84%	5.49%	5.08%	5.60%
Jan-24	4.70%	5.43%	5.09%	5.57%
Feb-24	4.72%	5.39%	5.09%	5.55%
Mar-24	4.71%	5.36%	5.12%	5.52%
Apr-24	4.72%	5.33%	5.15%	5.52%
May-24	4.77%	5.33%	5.17%	5.48%
Jun-24	4.90%	5.34%	5.16%	5.49%
Jul-24	4.88%	5.34%	5.12%	5.49%
Aug-24	4.93%	5.29%	5.04%	5.48%
Sep-24	4.82%	5.16%	4.93%	5.33%
Oct-24	4.71%	5.00%	4.82%	5.04%
Nov-24	4.69%	4.84%	4.75%	4.87%
Dec-24	4.57%	4.66%	4.69%	4.70%
Jan-25	4.49%	4.50%	4.64%	4.57%
Feb-25	4.48%	4.39%	4.58%	4.53%
Mar-25	4.44%	4.34%	4.50%	4.51%
Apr-25	4.43%	4.30%	4.40%	4.49%
May-25	4.40%	4.28%	4.31%	4.47%
Jun-25	4.39%	4.27%	4.23%	4.47%
Jul-25	4.36%	4.28%	4.16%	4.46%
Aug-25	4.33%	4.25%	4.11%	4.44%
Sep-25	4.31%	4.18%	4.08%	4.39%



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HilltopSecurities
Asset Management

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-986

Title:

Expenditure Approval Lists dated October 1 and 8, 2025; and Payroll Approval List dated September 25, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated October 1 and 8, 2025; and Payroll Approval List dated September 25, 2025.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
October 28, 2025

I.	**ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE**	
	A.	**EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**
		Approve Expenditure Approval Lists dated October 1 and 8, 2025; and Payroll Approval list dated September 25, 2025.
II.	**ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS**	
	A.	**RECEIVED AND FILED LISTING (For Information Only)**
	1	AMDMT #1 TO W.O. #36 TO PS-1474-17/S2L, INC.
	2	AMDMT #2 TO W.O. #2 TO PS-3214-20/HDR ENGINEERING
	3	AMDMT #2 TO W.O. #3 TO RFQ-3320-20/HANSON PROFESSIONAL SERVICES
	4	AMDMT #4 TO W.O. #18 TO RFP-3136-20/MILLER ELECTRIC COMPANY
	5	AMDMT #9 TO W.O. #64 TO PS-0009-15/PEGASUS ENGINEERING
	6	BOND RELEASE/MAINTENANCE BOND #CIC1928709/$171,528/JAKUBCIN PLACE AKA BRENTWOOD LANDING
	7	BOND RELEASE/MAINTENANCE BOND #CIC1928710/$47,033.12/JAKUBCIN PLACE AKA BRENTWOOD LANDING
	8	BOND RELEASE/PERFORMANCE BOND #S7A2SU0005188/$1,207,222.98/PRESERVE AT DEER LAKE
	9	C.O. #1 TO CC-4508-23/DB CIVIL CONSTRUCTION
	10	C.O. #1 TO CC-6462-25/SIGN CRAFTERS OF CENTRAL FLORIDA
	11	C.O. #1 TO W.O. #8 TO RFP-4208-22/RAK GENERAL CONTRACTORS
	12	C.O. #4 TO CC-5764-24/L7 CONSTRUCTION
	13	C.O. #6 TO CC-4845-23/INSITUFORM TECHNOLOGIES
	14	CC-6714-25 CONSTRUCTION SERVICES AGRMT FOR HOME RECONSTRUCTION FOR 4731 DOUGLAS ST. SANFORD/AMERISTAR GROUP, INC.
	15	CLOSEOUT TO CC-5051-23/ORANGE AVENUE ENTERPRISES
	16	CLOSEOUT TO CC-6163-24/DACG, INC.
	17	UPDATED BOND RELEASE/MAINTENANCE BOND #107413218/$34,448/EAST LAKE MARY BLVD ROW (3851)
	18	CORRECTED FOURTH AMDMT TO CC-3563-21/SCHULLER CONTRACTORS
	19	CORRECTED FOURTH AMDMT TO CC-3563-21/SOUTHLAND CONSTRUCTION
	20	CORRECTIVE WARRANTY DEED/BEAZER HOMES/LAKE JESSUP ESTATES NORTH
	21	FIRST AMDMT TO AFFORDABLE RENTAL HOUSING DEVELOPMENT AGRMT/HOME-ARP (AMERICAN RESCUE PLAN) PROGRAM FUNDING/CENTRAL FLORIDA HOME FOR GOOD (ICW ITEM #12 ON 12-10-2024 BCC)
	22	LICENSE TO ENTER PROPERTY (SEMINOLE WEKIVA TRAIL FOR GABION MAINTENANCE)/CITY OF ALTAMONTE SPRINGS
	23	MAINTENANCE BOND #612425018/$148,178.86/ESTATES AT LAKE JESUP (MYRTLE NORTH)
	24	MAINTENANCE BOND #612425019/$146,513.94/ESTATES AT LAKE JESUP (MYRTLE SOUTH)
	25	PARKS CONTRACT/JOHN SHINKLE
	26	PARKS CONTRACT/SARA WILKINSON
	27	PERFORMANCE BOND #612424994/$81,250.00/RECORDING OF PLATS/ESTATES AT LAKE JESUP (NORTH)

		CLERK AND COMPTROLLER'S REPORT and BRIEFING October 28, 2025
	28	PERFORMANCE BOND #612424995/$329,229.90/RECORDING OF PLATS/ESTATES AT LAKE JESUP (SOUTH)
	29	PIGGYBACK CONTRACT FOR VEHICLE DAMAGE RECOVERY SERVICES/ALTERNATIVE CLAIMS MANAGEMENT
	30	RENEWAL #1 TO PS-4272-22/INSPIRE PLACEMAKING COLLECTIVE
	31	RENEWAL #1 TO RFP-604396-22/INTERNATIONAL CYBERNETICS COMPANY DBA IMS INFRASTRUCTURE MANAGEMENT SERVICES
	32	RENEWAL #2 TO IFB-604212-21/JC CODE & CONSTRUCTION CONSULTANTS
	33	RENEWAL #2 TO RFP-3864-21/CONNECT CONSULTING
	34	RENEWAL #2 TO RFP-604242-21/LAKE AND POND REMEDIATION, INC.
	35	RENEWAL #2 TO SS-604153-21/TODD M. HUSTY
	36	RENEWAL #4 TO OFB-603644-19/BRIGHTVIEW LANDSCAPE SERVICES
	37	SATISFACTION OF MORTGAGE LIEN/430 PLUMOSA AVE/CATHOLIC CHARITIES OF CENTRAL FLORIDA HOUSING, INC (ICW ITEM #7 ON 7-23-2013 BCC)
	38	SECOND AMDMT TO IFB-604644-23/ADAPCO, LLC
	39	TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/ALDO MAYORCA
	40	TIME EXTENSION FOR PS-2826-20/MOFFATT & NICHOL
	41	TIME EXTENSION FOR PS-4272-22/GAI CONSULTANTS
	42	TOURIST TAX FUNDING AGRMT/TEAM NJ SOFTBALL, LLC/2025 ORLANDO NORTH FALL INVITATIONAL
	43	W.O. #1 TO CC-6191-24/QUALITY PLUS RECONSTRUCTION
	44	W.O. #10 TO PS-6032-24/SCORPIO
	45	W.O. #13 TO PS-4468-22/TIERRA
	46	W.O. #19 TO PS-4244-22/SOUTHEASTERN SURVEYING & MAPPING CORP
	47	W.O. #2 TO CC-6191-24/QUALITY PLUS RECONSTRUCTION

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 9/25/25 Through 10/1/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 28,913,909.74
00103	NATURAL LAND ENDOWMENT FUND	591.27
00108	FACILITIES MAINTENANCE FUND	95,786.98
00109	FLEET REPLACEMENT FUND	126,459.00
00111	TECHNOLOGY REPLACEMENT FUND	14,441.88
00112	MAJOR PROJECTS FUND	74,038.67
00113	COUNTYWIDE UTILITIES	2,756.38
10101	TRANSPORTATION TRUST FUND	53,688.13
10103	SUNRAIL OPERATIONS	12,130.50
10400	BUILDING PROGRAM	925.00
11000	TOURISM PARKS 1,2,3 CENT FUND	78,957.37
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,468.00
11200	FIRE PROTECTION FUND	463,891.76
11400	COURT SUPP TECH FEE (ARTV)	3,819.21
11500	1991 INFRASTRUCTURE SALES TAX	3,041.41
11560	2014 INFRASTRUCTURE SALES TAX	1,697,129.49
11641	PUBLIC WORKS-INTERLOCAL AGREEM	14,647.98
11901	COMMUNITY DEVELOPMEN BLK GRANT	12,164.46
11902	HOME PROGRAM GRANT	7,693.70
11904	EMERGENCY SHELTER GRANTS	783.00
11908	DISASTER PREPAREDNESS	33.45
11912	PUBLIC SAFETY GRANTS (STATE)	13,607.52
11916	PUBLIC WORKS GRANTS	41,065.86
11930	RESOURCE MANAGEMENT GRANTS	21,730.68
11933	FEDERAL MITIGATION GRANTS	10,340.21
12101	LAW ENFORCEMENT TST-LOCAL	50,000.00
12500	EMERGENCY 911 FUND	22,221.78
12606	MOBILITY FEE CORE DISTRICT	7,743.45
12804	LIBRARY-IMPACT FEE	4,499.65
15000	MSBU STREET LIGHTING	31,754.80
15100	MSBU RESIDENTIAL SOLID WASTE	1,347,620.97
16000	MSBU PROGRAM	75.00
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	84.54
16023	MSBU SPRING WOOD LAKE (LM/AWC)	75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)	200.00
16026	MSBU SPRING (LM/AWC)	200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	75.00
16031	MSBU LAKE ASHER AWC	60.00
16036	MSBU HOWELL LAKE (LM/AWC)	500.00
16073	MSBU SYLVAN LAKE (AWC)	75.00
16077	MSBU LITTLE LK HOWELL/TUSK	75.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	75.00
21235	GENERAL REVENUE DEBT - 2014	7,589,951.39
21250	SPEC OBL REV & REF BOND - 2022	4,169,987.50
22600	CAPITAL IMP REV BOND SER 2021	3,097,837.10
32100	NATURAL LANDS/TRAILS	7,544.64
40100	WATER AND SEWER FUND	659,852.88
40108	WATER & SEWER CAPITAL IMPROVEM	1,414,264.39
40201	SOLID WASTE FUND	292,537.91
50100	PROPERTY LIABILITY FUND	364.00
50200	WORKERS COMPENSATION FUND	27,478.53
50300	HEALTH INSURANCE FUND	1,110.00
60304	ANIMAL SERVICES DONATIONS	2,784.00
TOTAL REPORT		$ 50,395,404.18

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
OCTOBER 1, 2025

CHECK SEQUENCE: CK #983367-983684
ACH SEQUENCE: ACH #129-131

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 28 DAY OF OCTOBER, 2025.

_____
Chairman

_____

_____

_____

_____

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 10/2/25 Through 10/8/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 5,779,468.57
00103	NATURAL LAND ENDOWMENT FUND	632.50
00112	MAJOR PROJECTS FUND	145,832.53
00113	COUNTYWIDE UTILITIES	4,862.40
00115	COURT PROGRAM FUND	2,226.28
10101	TRANSPORTATION TRUST FUND	175,401.27
10103	SUNRAIL OPERATIONS	8,951.00
10400	BUILDING PROGRAM	127,325.33
11001	TOURISM SPORTS 4 & 6 CENT FUND	13,377.14
11200	FIRE PROTECTION FUND	43,900.68
11400	COURT SUPP TECH FEE (ARTV)	18,093.78
11500	1991 INFRASTRUCTURE SALES TAX	347,676.34
11541	2001 INFRASTRUCTURE SALES TAX	47,802.75
11560	2014 INFRASTRUCTURE SALES TAX	938,529.21
11901	COMMUNITY DEVELOPMEN BLK GRANT	4,000.00
11905	COMMUNITY SVC BLOCK GRANT	1,399.00
11908	DISASTER PREPAREDNESS	1,749.42
11909	MOSQUITO CONTROL GRANT	6,182.40
11916	PUBLIC WORKS GRANTS	138,076.01
11919	COMMUNITY SVC GRANTS	60,155.78
11920	NEIGHBOR STABIL PROGRAM GRANT	380.45
11930	RESOURCE MANAGEMENT GRANTS	18,187.04
12023	SHIP AFFORDABLE HOUSING 22/23	129,750.00
12024	SHIP AFFORDABLE HOUSING 23/24	6,891.23
12026	SHIP AFFORDABLE HOUSING 25/26	1,750.00
12500	EMERGENCY 911 FUND	31,200.41
13100	ECONOMIC DEVELOPMENT	7,500.00
15000	MSBU STREET LIGHTING	11,070.29
40100	WATER AND SEWER FUND	132,338.65
40103	CONNECTION FEES-SEWER	84,940.82
40108	WATER & SEWER CAPITAL IMPROVEM	822,674.77
40201	SOLID WASTE FUND	11,960.22
50100	PROPERTY LIABILITY FUND	3,000.00
50200	WORKERS COMPENSATION FUND	12,000.00
50300	HEALTH INSURANCE FUND	10,354.63
TOTAL REPORT		$ 9,149,640.90

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
OCTOBER 8, 2025

CHECK SEQUENCE: CK # 983685-983915
ACH SEQUENCE: ACH # 132-139

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 28TH DAY OF OCTOBER, 2025.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 09/25/2025
Biweekly Payroll Ending: 09/20/2025

Check Numbers: **163060 - 163082**
Voided Check Number: N/A

Net Expenditure Total: **$3,262,464.86**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 28th day of October, 2025.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-981

Title:

Approve Budget Amendment Request (BAR) # SOE-001 in the Supervisor of Elections Fund to appropriate funding in the amount of $68,318.84 to recognize revenue and interest earned in FY25. Countywide (**Amy Pennock, Supervisor of Elections**)

Division:

Supervisr of Elections

Authorized By:

Amy Pennock, Supervisor of Elections

Contact/Phone Number:

Amy Pennock/407-585-8683

Background:

The Supervisor of Elections is requesting reappropriation of $68,318.84 of Interest Earned and Other Miscellaneous Revenue earned in FY25 for additional costs incurred in FY25.

These revenues represent the fees we statutorily charge for the signature verification on petitions for both candidates/petition initiatives. These revenues are used to offset a portion/not all, of the expenses our office incurs to provide these mandatory services.

The SOE FY25 Adopted Budget was approved for $4,628,683. The reappropriation of these revenues will offset additional expenditures totaling $4,670,496.39.

Requested Action:

Staff requests the approval of Budget Amendment Request (BAR) # SOE-001 in the Supervisor of Elections Fund to appropriate funding in the amount of $68,318.84 to recognize revenue and interest earned in FY25.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# SOE-001**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: CONSTITUTIONAL OFFICERS / SUPERVISOR OF ELECTIONS

Fund(s): 00100 GENERAL FUND

RM Recommendation	
W. Aviles	**10/9/2025**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To reappropriate interest ($10,740.57) and other miscellaneous revenue ($57,578.27) earned in FY25.

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	**00127**	**00127**	361100		INTEREST ON INVESTMENTS			10,740.57
Revenue	**00127**	**00127**	369900		MISCELLANEOUS-OTHER			57,578.27
Revenue								
Revenue								
							Total Sources	**68,318.84**
Expenditure	**00127**	**027100**	560642		EQUIPMENT >$4999			68,318.84
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	68,318.84
Reserve								
Reserve								
							Reserve Sub-Total	-
							Total Uses	**68,318.84**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1030

Title:

Approve and authorize the Chairman to execute the proposed negotiated settlement in the matter of Seminole County vs. Alexa Dickson (Seminole County Case # 2025-CC-004343). Countywide **(Kate Latorre, County Attorney)**

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Andrew Lanius/407-665-7274

Background:

On August 1, 2025, Seminole County filed a petition in County Court against Alexa Dickson pursuant to section 828.073, Florida Statutes, seeking legal custody of an allegedly mistreated dog named “Kirby”. The negotiated settlement agreement requires Ms. Dickson to formally surrender her legal ownership interest of Kirby to Seminole County Animal Services, after which Kirby may be adopted out to a third-party family member. In addition to Ms. Dickson surrendering all legal rights and interest in Kirby, the settlement agreement prohibits her from having permanent or indefinite custody of Kirby for the remainder of Kirby’s life.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the proposed negotiated settlement in the matter of Seminole County vs. Alexa Dickson (Seminole County Case # 2025-CC-004343).

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into between 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 and ALEXA DICKSON, an individual (collectively, the "parties") who agree as follows:

1. SEMINOLE COUNTY has brought a civil action against ALEXA DICKSON pursuant to Section 828.073, Florida Statutes. The civil action was filed in the County Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, on August 1, 2025, and was assigned the following case number: 2025-CC-004343.

2. Respondent denies all allegations brought against her in this matter. However, the parties are desirous of settling their disputes and agree to compromise and settle all claims, disputes, and contentions between themselves regarding this case, and to avoid the uncertainties of further litigation and the costs and expenses which would otherwise be incurred in conjunction with trial and trial preparation.

3. Respondent, Alexa Dickson, shall formally execute a Seminole County Animal Services Surrender Form to surrender and relinquish all ownership rights to "Kirby" who is the subject of Seminole County Case No.: 2025-CC-004343. Upon the execution of a Seminole County Animal Services Surrender Form, and this Settlement Agreement, Alexa Dickson, shall have waived all rights, powers, privileges, duties and obligations pertaining to "Kirby" and any interest which she has ever held over "Kirby".

4. Seminole County Animal Services shall make "Kirby" available for adoption by Kaelyn Dickson for five (5) business days after the execution of the Settlement Agreement. Upon adoption by Kaelyn Dickson, Seminole County Animal Services shall require her to agree to return Kirby to Seminole County Animal Services if she is unable or unwilling to care for him. If Kaelyn Dickson does not adopt Kirby within the above-referenced five (5) business days, Kirby shall be made available for adoption by the general public.

5. Respondent shall not have permanent or indefinite temporary custody over Kirby.

6. Upon execution of a Seminole County Animal Services Surrender Form, County shall file a "Notice of Dismissal with Prejudice Per Private Settlement Agreement" in case 2025-CC-004343. Each party shall bear its own attorney's fees and costs.

7. Should Respondent violate the terms of this Agreement, Petitioner hereby reserves the right to seek enforcement of the Settlement Agreement by any available means.

8. Respondent warrants and represents that she has been fully informed by her attorney about this Agreement, that no promise or inducement has been offered or made except as herein set forth, and that this Settlement Agreement is executed without the reliance upon any statement or representation by any other party.

9. This Settlement Agreement shall be binding upon the respective heirs, descendants, successors in interest, assigns, and legal representatives of the Respondent.

10. This Settlement Agreement is a compromise of a disputed claim. Acceptance of any benefit pursuant to this Agreement is intended merely to avoid future litigation, and acceptance of any benefit under this Agreement shall not to be construed as an acquiescence by any party to the claims and allegations of the other party.

11. This Agreement constitutes the entire understanding and agreement between the parties concerning settlement of any and all claims between the named parties in Seminole County Case No.: 2025-CC-004343. This Agreement shall supersede and cancel any and all prior and contemporaneous discussions, negotiations, arrangements, agreements, and understandings between the parties with respect to same. None of the parties or other persons have made any oral or written representation, other than those explicitly set forth in this Agreement, upon which any party is relying on in making its decision to enter into this Agreement.

12. This Settlement Agreement is subject to the approval of the Seminole County Board of County Commissioners.

13. The validity, construction, interpretation and administration of this Settlement Agreement shall be governed by the laws of the State of Florida.

14. The effective date will be the date when the last party has properly executed this Settlement Agreement.

15. The parties agree, without receipt of further consideration, to execute and deliver any documents and to take any action that may be reasonably required to give effect to the provisions of this Agreement.

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

WITNESSES:

Witness

Ryan Bratz
Print Name

Melissa Dickson
Witness

MELISA DICKSON
Print Name

ALEXA DICKSON

By: _____
ALEXA DICKSON

Date: 10/15/2025

The remainder of this page has been left intentionally blank.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2025, regular meeting.

Approved as to form and
legal sufficiency.

_____

County Attorney

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2025-1005

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming Alton Williams as the 2025 SCAC Artist of the Year. **(Alton Williams, Artist)**

PROCLAMATION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING ALTON WILLIAMS AS
2025 ARTIST OF THE YEAR

WHEREAS, the Seminole County Board of County Commissioners and the Seminole Cultural Arts Council (SCAC) acknowledge the significant role that the arts play in the quality of life of the residents of Seminole County and support the Artist of the Year program; and

WHEREAS, the Seminole County Board of County Commissioners wishes to acknowledge the contributions of individual Cultural Artists (performers, visual artists, historians, and authors) as Artist of the Year, who have contributed to the enrichment of Seminole County, and who are active in the community for the advancement of the arts; and

WHEREAS, the Seminole County Board of County Commissioners will honor local artist Alton Williams**,** a philanthropist, author, historian and storyteller; and

WHEREAS, Alton Williams, born at Winter Park Memorial Hospital, attended the historic Rosenwald Elementary School in Altamonte Springs and graduated from Lyman High School. He later studied Business Administration at what is now Seminole State College. He has built a legacy of community leadership as the founder of Odds & Ends Cleaning Services, Inc. in Longwood. He has led efforts to restore Evergreen Cemetery in Casselberry, transforming a neglected site from his childhood into a place of beauty and remembrance

WHEREAS, Alton Willams has worked for more than three decades to help document and preserve the history and culture of African American communities in Seminole County. The focus of these endeavors has been his well-known work at Evergreen Cemetery, located at 150 S. Cypress Way in Casselberry, Florida. The sixteen acres of land was donated by William and Laura Brawne. It became the burial place for former enslaved men and women in 1890. The cemetery was dedicated in 1903 and may have as many as one thousand burials today. Over the years, the cemetery has also been known as the Altamonte Colored Cemetery, the Fern Park Cemetery, and the Altamonte and Fern Park Community Cemetery; and

WHEREAS, Alton Williams, who has served as chairman of the Evergreen Cemetery Trust since 1998, has worked to ensure that those who had been laid to rest in the historic hallowed grounds would forever be afforded the dignity and recognition they deserved. Alton rallied a dedicated team of volunteers to help him convert an abandoned and overgrown cemetery from a dumping ground and lovers' lane into a beautiful sanctuary and serene setting for visitors.

WHEREAS Alton has gathered oral and written history, public and private documentation and many photographs to support his first book, *Sand Pines – History in a Shoe Box*, published in 2021 to much acclaim. The Brawner House Museum of Historical Facts and nearby research library are located on the grounds of the cemetery in a replica of one of the nine shotgun style houses that once were the homes of the very people now buried. The houses served as homes to African Americans who worked in nearby ferneries in Casselberry and Altamonte Springs. Alton is writing his second book about the history of Altamonte Springs, to be published in the near future.

NOW, THEREFORE BE IT PROCLAIMED that the Seminole County Board of County Commissioners wishes to commend Alton Williams for his promotion of the arts and culture throughout Seminole County and Central Florida.

BE IT FURTHER PROCLAIMED that this Proclamation be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and presented to Alton Williams with best wishes on his selection as 2025 Artist of the Year**.**

ADOPTED, this 28th day of October 2025.

* * * * * * * * *

_____
Jay Zembower, Chairman

File Number: 2025-865

Title:

Award RFP-605040-25/LAS Vending Machine Services to Compass Group USA, Inc. dba Canteen and authorize the Purchasing and Contracts Division to execute the agreement. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

RFP-605040-25/LAS will provide all labor, materials, equipment coordination, transportation, and incidentals necessary to provide various types and sizes of beverage and food vending products for vending machine services throughout Seminole County.

The project was publicly advertised, and the County received two (2) responses listed alphabetically below:

- Compass Group USA, Inc. dba Canteen
- Uber Vending Services, Inc

The Evaluation Committee consisting of Edward Rickey, Program Manager I; Anthony Maddox, Facilities Division Manager; and Doug Johnson Program Manager II, evaluated the responses, giving consideration to qualifications, experience, methodology, reporting, and commission schedule.

The Evaluation Committee recommends awarding this project to Compass Group USA, Inc. dba Canteen, the top-ranked firm.

Authorization for performance under this agreement will be in the form of written Purchase Orders, issued by the County. The agreement will take effect on the date of its execution and will remain in effect for three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods, not to exceed one (1) year each. The Contractor shall pay Seminole County a twenty percent (20%) commission on all gross proceeds generated from the beverage and food machines provided under this agreement.

The attached backup documentation includes the following: the Tabulation Sheet, Evaluation Ranking and Scoring Summary, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award RFP-605040-25/LAS Vending Machine Services to Compass Group USA, Inc. dba Canteen and authorize the Purchasing and Contracts Division to execute the agreement.

TABULATION OF PROPOSALS RECEIVED

RFP-605040-25/LAS Vending Machine Services

Response Deadline: July 3, 2025 at 2:00 pm

Proposers	Location	**Commission Rate**
Compass Group USA, Inc. dba Canteen	Altamonte Springs, FL	20%
Uber Vending Services, Inc	Davie, FL	22%

Evaluation Meeting: September 8, 2025 at 11:00 AM at Conf Room 145, Facilities at 205 W. County Home Road, Sanford, FL 32773. (This meeting is open to the public for **observation only**.)

Recommendation and Notice of Intent to Award to: Compass Group USA, Inc. dba Canteen.
(Determination of the awarded vendor was based on the total average ranking of each vendor.)

BOCC Meeting Date: October 14, 2025 - Request to approve ranking and award a Term Contract to the top-ranked vendor.

Posted By: Liduvina Torres, Sr. Procurement Analyst.

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

EVALUATION FINAL RANKING

RFP-605040-25/LAS Vending Machine Services

Meeting Date: September 8, 2025 at 11:00 am
Location: 205 W. County Home Road, Sanford, FL 32773.

Vendor	Edward Rickey	Anthony Maddox	Doug Johnson	Total Score (Max Score 100)	Total Average Rank
Compass Group USA, Inc. dba Canteen	89.8	91.8	95.8	92.47	1
Uber Vending Services, Inc	45	73	50	56	2

We approve the above stated ranking for award to Compass Group USA, Inc. dba Canteen.

Edward Rickey

Anthony Maddox

Doug Johnson

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

EVALUATION SCORING SUMMARY

RFP No. RFP-605050-25/LAS
Term Contract for Vending Machine Services
RESPONSE DEADLINE: July 2, 2025 at 2:00 pm
Report Generated: Wednesday, September 10, 2025

EVALUATORS

Name	Title	Agreement Accepted On
Doug Johnson	Program Manger	Aug 28, 2025 12:27 PM
Anthony Maddox	Division Manager Facilities	Aug 27, 2025 1:34 PM
Edward Rickey	Program Manager 1	Aug 27, 2025 1:54 PM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications, Experience and Methodology	Points Based	35 *(35% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Reporting	Points Based	20 *(20% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
References	Points Based	10 *(10% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Commission Schedule (Revenue Returned to County)	Points Based	35 *(35% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Doug Johnson	Anthony Maddox	Edward Rickey	Total Score (Max Score 100)	Total Average Rank
Canteen (Compass Group)	89.8 (1)	91.8 (1)	95.8 (1)	**92.47**	**1**
Uber Vending Services, Inc	45 (2)	73 (2)	50 (2)	**56**	**2**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications, Experience and Methodology Points Based 35 Points (35%)	Reporting Points Based 20 Points (20%)	References Points Based 10 Points (10%)	Commission Schedule (Revenue Returned to County) Points Based 35 Points (35%)	Total Score (Max Score 100)
Canteen (Compass Group)	34	17.3	9.3	31.8	**92.47**
Uber Vending Services, Inc	11.7	3.3	6	35	**56**

INDIVIDUAL PROPOSAL SCORES

Canteen (Compass Group)

Qualifications, Experience and Methodology | Points Based | 35 Points (35%)

Doug Johnson: 32

Has a good understanding of vending needs and approaches to fulfill our county's needs in this area.

Anthony Maddox: 35

Great experience with local county municipalities.

Edward Rickey: 35

Comprehensive list of qualifications, including clear approach and methodology. Included examples of healthy options, price points and commission options.

Reporting | Points Based | 20 Points (20%)

Doug Johnson: 18

Provided an example of a monthly commission statement.

Anthony Maddox: 15

Concise information on the company and methodology.

Edward Rickey: 19

Provided examples of commission statement and reporting. Format is small but legible.

References | Points Based | 10 Points (10%)

Doug Johnson: 8

Shows three references

Anthony Maddox: 10

good references

Edward Rickey: 10

References are City of Orlando, Valencia College and Seminole School board. Large institutions and comparable scope of services.

Commission Schedule (Revenue Returned to County) | Points Based | 35 Points (35%)

Doug Johnson: 31.8

Second Highest Commission % Proposed to County

Anthony Maddox: 31.8

Second Highest Commission % Proposed to County

Edward Rickey: 31.8

Second Highest Commission % Proposed to County

Uber Vending Services, Inc

Qualifications, Experience and Methodology | Points Based | 35 Points (35%)

Doug Johnson: 5

Submitted a product list, no pricing.

Anthony Maddox: 20

Experience is mostly in hotels with little municipality work.

Edward Rickey: 10

No statement of methodology, qualifications outside of references are not mentioned. Experience seems to be limited to some hotels and a recent contract for Brevard Schools. No details beyond that. No prices for the products, simply a list.

Reporting | Points Based | 20 Points (20%)
Doug Johnson: 0
No examples of reporting
Anthony Maddox: 10
Very minimal information
Edward Rickey: 0
No information about reporting at all.

References | Points Based | 10 Points (10%)
Doug Johnson: 5
References submitted
Anthony Maddox: 8
Brevard Public Schools
Edward Rickey: 5
References include 3 hotels and Brevard Schools. Was unable to confirm the hotel references, but did confirm the Brevard Schools reference. This is a new contract so it appears contractor is new to larger volumes.

Commission Schedule (Revenue Returned to County) | Points Based | 35 Points (35%)
Doug Johnson: 35
Highest Commission % Proposed to County
Anthony Maddox: 35
Highest Commission % Proposed to County
Edward Rickey: 35
Highest Commission % Proposed to County

TERM CONTRACT FOR VENDING MACHINE SERVICES
(RFP-605050-25/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **COMPASS GROUP USA, INC. DBA CANTEEN**, duly authorized to conduct business in the State of Florida, whose address is 2400 Yorkmont Rd., Charlotte, NC 28217 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all labor, materials, equipment coordination, transportation, and incidentals necessary to provide various types and sizes of beverage and food vending products for vending machine services for Seminole County; and

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

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

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

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in

response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

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

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

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

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

Section 6. Payment and Billing.

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

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

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

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fleet and Facilities
205 W County Home Rd.
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.

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

Section 7. General Terms of Payment and Billing.

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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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

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

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

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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

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

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

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

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

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

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

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

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

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

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

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

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

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

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service;

introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

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

(5) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. The policy must include as loss payee Seminole County, Florida on applicable coverage.

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

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

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

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

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

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

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

For COUNTY:

Seminole County Fleet and Facilities
205 W County Home Rd.
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Canteen
1050 Miller Dr.
Altamonte Springs, FL 32701

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

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

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

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

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

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

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

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

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

ATTEST:

COMPASS GROUP USA, INC. DBA CANTEEN

_____
Witness

By: _____

_____
Print Name

Michael Coffey
Print Name

_____
Witness

Division President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

05/16/2025
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Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services

1. Summary & Background:

There are 15 county locations with vending machines and 36 machines total (25 Beverages, 11 Snacks); locations will be provided to Awardee(s) upon award.

The Awardee(s), with County input, shall implement innovations for continuous improvement of merchandising, menu variety, customer satisfaction, price-value relationships and revenue levels. A representative from the Awardee shall meet regularly to review revenue trends and marketing plans.

As a matter of practice and continual improvement, the Awardee(s) must demonstrate a willingness to be held accountable for performance. Over the term of this contract, Seminole County will continually monitor and evaluate services received against measurable standards.

2. **General Requirements:**

The Awardee(s) shall be prepared the begin beverage and/or snack vending operations upon award of this contract as determined by Seminole County.

a. Awardee(s) shall FURNISH, INSTALL, STOCK, and MAINTAIN all required vending machines. A full turnkey operation is required.

b. All costs of vending machine delivery, set-up, service, maintenance, repair, replacement, and removal of machines are to be borne by the Awardee(s).

c. Awardee(s) must coordinate the installation of machines/equipment with Seminole County before the start of the contract.

d. Awardee(s) will be responsible for the maintenance, replacement and/or repair in the event of malfunction or vandalism.

e. Awardee(s) shall keep all vending machines in proper mechanical and electrical working order and a clean, attractive, and sanitary condition at all times.

f. Seminole County is receptive to recommendations for innovative solutions and advanced technology in vending services.

g. The vendor's proposal must contain detailed information describing the manner in which the Vendor plans to implement and facilitate services.

h. Awardee acknowledges that he/she is responsible for and is taking risks with respect to any reduction of gross sales due to, but not limited to: theft, fire, accident, product spoilage, vandalism, temporary loss of power, weather, acts of God, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond Seminole County's control, actions within Seminole County's control taken in the best interests of the public and safety concerns, and/or and other action taken in the reasonable exercise of Seminole County's discretion or otherwise expressly agreed by Seminole County. No reduction in gross sales or commissions attributable to such factors shall constitute a basis for reducing or renegotiating commission rates or any other payments to Seminole County.

3. **Area Representative:**

   a. Vendor shall supply the name, address, phone number, and email address of the appointed contract administrator who will be immediately accessible to resolve problems as they arise. Vendors shall provide direct cell phone numbers for responsible personnel to be contacted in the event of an emergency during non-operating hours.

4. Service:

   a. All service of vending machines shall take place during normal business hours, Monday through Friday, unless otherwise authorized by the contract administrator, with each service call being logged. It shall not be the responsibility of Seminole County to provide any services to vending machines.

      i. Machines should not be serviced during normal lunch hours (11:00am -2:00pm}

      ii. No services will be required or accepted on designated holidays unless specific prior arrangements have been made. Below is the approved holiday schedule, future schedules are expected to be similar. This schedule and dates are subject to change.

         1. New Year's Day
         2. Martin Luther King's Birthday
         3. Memorial Day
         4. Independence Day
         5. Labor Day
         6. Veteran's Day
         7. Thanksgiving Day
         8. Day after Thanksgiving
         9. Day before Christmas
         10. Christmas Day

   b. Service shall be provided to ensure adequate stock of merchandise with a minimum of 75% fill rate expected on a daily basis.

   c. All vendor personnel operating on County premises must be dressed in clean, distinctive uniforms with name tags and clothing that does not contain any offensive or tasteless language or graphics/pictures.

   d. Background checks:

      i. A standard background check will be required on employees of the awarded Vendor to access and perform work at all locations.

      ii. The vendor will provide a list of all personnel (including social security numbers and driver's license numbers) assigned to this account.

   e. The Vendor will not employ any person or persons to serve any County facility who will use improper language or act in a loud, boisterous manner. The Vendor's employees will at all times be polite and courteous in their dealings with patrons and employees of the County and its facilities. County representatives shall determine what "polite and courteous" means and will determine what language and behavior is acceptable under this contract.

f. The County reserves the right to require the removal of a vendor's employee from this account. The County reserves the right to require the removal of any vendor's employee from County premises for any reason. Any such removals will be made in the name of the vendor.

5. Orders:

Seminole Couty is not obligated to place any order with any vendor participating in this RFP. County locations currently range between one and seven machines per location, and may include courthouses, county administration buildings, breakrooms, and public parks. A comprehensive list will be provided. This list is subject to change based on determinations made by the County- the County may desire more/fewer machines per location.

The data provided is for informational purposes only. The County does not have comprehensive utilization data available.

6. Location of Machines:

a. Seminole County may request that machines be added or removed at any time during the contract period. Any locations may be added or deleted through the life of this contract by amendment.

b. Awardee(s) must contact the County's contract manager to coordinate placement of machines prior to delivery

c. Awardee(s) will be responsible for adding, removing, and relocating machines during the term of the contract at no cost to Seminole County.

d. Requests to add or remove vending machines will be communicated in writing to the Awardee and shall be satisfied within five (5) days of the request.

e. Failure to respond to the requests within the specified time frame period may result in default of contract.

7. Maintenance of equipment:

a. All equipment shall remain the property of the Awardee.

b. All equipment and equipment installation shall adhere to current county safety codes and all other applicable Federal, State, and local codes. Seminole County will provide electrical connections.

c. Failure of the Awardee to follow all safety codes and all other applicable Federal, state and local codes will result in default of contract.

d. If a vending machine breaks down and is not easily repaired on-site, a clean, fully stocked, and operational replacement machine, equal or better than the brand/model supplies, is to be put in its place within three (3) working days.

e. All machines are subject to inspection and acceptance by Seminole County and its representatives.

f. The Vendor is responsible for the maintenance of machines and keeping the areas around the

machines free of clutter and trash related to machine operations.

g. The Vendor will be responsible for frequent maintenance and cleaning of their own machines, and removal of empty cartons to outside dumpsters and trash receptacles.

h. The Vendor is responsible for providing an acceptable preventative maintenance and emergency repair program.

i. A notice providing a repair service telephone number must be affixed to each vending machine, as well as directions for the customer on how to receive a refund.

j. The vendor shall send a repair technician, within four (4) hours of notification, to respond to any service or restocking call and commence corrective action. This response time shall apply to any service call between the hours of 7:00am and 7:00pm, Monday through Friday, holidays excepted.

k. Vendor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for nights, weekends and holidays.

l. The Vendor must maintain a record of service calls that includes the time and date of the call, actions taken, and the time and date of the repairs made. Said record must be furnished to the County upon request.

8. Condition of Machines:

a. Awardee shall furnish the newest, most recent design of vending machines and data collection in new or like new condition.

b. Any machine that requires service/repair beyond restocking and minor maintenance in excess of four times in any given thirty (30) day period must be replaced. The determination to have a machine replaced will be at the discretion of Seminole County.

c. The Awardee shall comply with request(s) for replacement within three (3) business days.

9. Protection of Vending Machines:

a. Vending machines that are located out-of-doors may be inside security cages if deemed necessary and approved by Seminole County.

b. Any security measures will be furnished by the Awardee at no cost to, and with prior approval of Seminole County.

c. Seminole County and its subsidiaries shall not be held liable for costs incurred due to damage and loss caused by acts of vandalism or theft.

10. Installation and removal of Vending Equipment:

a. The number of vending machines to be installed at each location will be determined by Seminole County. Any changes in the number of machines during the contract period (including extensions, if any) must be approved by Seminole County.

b. All vending machine placements must be new vending machines of like-new vending

machines. "Like-new vending machines" are defined as the latest state-of-the-art vending machines that are two (2) years old or less and have been refurbished immediately prior to installation.

c. Vendors will indicate the number and type of brand new, from the factory, machines to be installed. Any replacements of vending machines or additions of vending machines during the contract term shall be with new machines of Seminole county approved like-new vending machines as defined above.

d. All equipment must be aesthetically appealing, as determined by Seminole County. When three or more machines are placed together at one location, the equipment will be of the same height to give uniformity of appearance. Vendors should submit renderings with their bids of area decor and vending machine front custom graphics for banks of equipment in their proposal.

e. All vending machines must be front-loading

f. All signage and front or side panels of vending machines must NOT contain any offensive or vulgar language or pictures, with final approval of signage by Seminole County.

g. A Seminole County designee and the vendor's representative shall jointly read and record meter readings upon installation of each machine. Machines cannot be put into service until this is performed.

h. All machines will utilize paperless data retrieval technology to record sales and product movement at the point of service.

i. Both parties, in section g above, shall receive a copy of the record of meter readings taken.

j. Vending machines will not be operated in "force vend" mode; machines will be programmed to return customers' money, or credit/debit card refund, if a selection is not available or voided.

k. All vending machines in every location must be debit/credit card-equipped at the time of installation. Universal 3 in 1 card readers or newer 4th generation card readers are preferred that will accept debit/credit cards, coin and currency (to include 5-dollar bills).

l. All machines must comply with current Americans with Disability Act guidelines and/or any FDA labeling guidelines imposed during the life of this Contract.

m. Awardee(s) must correct any situation regarding placement, maintenance, stocked items, graffiti, or any other related situation within forty-eight (48) hours after initial notification by county personnel.

n. Awardee(s), at the time of the expiration and/or termination of their contract, at their own expense and without damage to the building or property, within three (3) operating days upon request, shall remove all vending machines and equipment installed by their company.

o. Awardee(s) shall furnish and restore in good order under any condition, those areas utilized for the operation of their vending machines.

11. Machine Operation:

a. Awardee(s} must supply machines with the ability to have/perform the operations listed below:

i. A tamper-proof meter must be standard on all machines

ii. The meter readings must show gross sales in dollars and unit sales

iii. All machines must accept credit/debit cards and other cashless payment methods to enable vending purchases without cash.

iv. All machines must be inspected and treated for pest infestations prior to installation in any Seminole County facility. A statement to this effect must accompany all machines being installed on Seminole County property is mandatory. This may be done during stocking and machine inventories. Any and all treatment will be at the vendor's expense.

v. Materials Safety Data Sheets will be provided to Seminole County when any machine is delivered covering the chemicals used to treat for pest infestations.

12. Data Security in Cashless Machine Transactions:

a. To ensure that credit/debit card information is protected from security threats, Awardee will be required to comply with the following:

i. A current or successor standard for Payment Card Industry Data Security Standard (PCI DSS}, Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS} for hardware and provide attestation of compliance to Seminole County at least annually.

ii. Card reading devices must be SRED (Secure Reading and Exchange of Data} and PTS 3.x compliant. EMV compliance is required for all transactions.

13. Commission rates:

a. Please outline your Commission Rates Schedule with your submittals. Commission rates should be a positive non-zero number expressed as percentages. The vendor offering the highest commission rates will be preferred in the selection of the contract.

14. Accounting:

a. Awardee must collect all machine revenues; keep accurate accounting records; provide inventory controls and records of all vending machine services covered by this contract. Commissions shall be paid to Seminole County based on gross revenue sales, regardless of dollar amount, with NO DEDUCTIONS. Awardee shall NOT deduct any taxes, recycling fees, other government-mandated fees, debit card fees, or any other type of fees from the gross revenue sales from each site location's revenues. All vending machines provided to Seminole County locations shall be equipped with meters/counters to record all sales. Seminole County may request meter/counter readings at any time. A representative of

Seminole County government, or its designee, may accompany the awardee's route service employee at any time to observe when cash collections are made and meter count recorded. These receipts may be jointly tabulated by Seminole County and the route employee, at a location and means determined by Seminole County.

b. Calculations for revenues shall be based on the following formula for payment:

   i. Gross sales X Percentage Commission Rate= Commission Payment

   ii. Example: January sales are $1400.00 x 40% Commission Rate = $560.00 Commission paid to Seminole County

15. Commission Payments:

a. Failure to comply with these guidelines may result in termination of the Contract:

   i. Monthly commission payments are to be sent to Seminole County Facilities, 205 W. County Home Road, Sanford, FL 32773-6190, and checks be made payable to Seminole County Board of County Commissioners

   ii. The last meter readings should accompany or show on commission check statements such as gross sales and unit sales

   iii. Commission shall be submitted on or before the 15th of each month for the previous month's business

   iv. If a machine requires replacing, both Seminole County's designee and the Vendor's representative shall record the meter reading before it is removed from the site.

   v. Those awardees who are habitually late (as determined by Seminole County) in providing payments or having checks returned for non-sufficient funds will be considered in default of their contract. Defaulted awardees shall also be responsible for reimbursing Seminole County for any bank administrative charges resulting from returned non-sufficient funds (NSF} checks. Also, defaulted awardee(s} may be disqualified for future awards.

16. Auditing:

a. Seminole County reserves the right to audit the awardee(s' records, files, statements, etc. as often as deemed necessary. All records shall be broken down by location for five (5) years from the date the data is recorded. The awardee(s} shall maintain all books and records customarily used in this type of operation in accordance with accepted accounting practices and standards. All records and books of account recording gross sales transactions, or in any way connected with the service, shall be kept at all times within Central Florida.

17. Reporting:

a. The awarded vendor shall provide electronic sales reports as specified by Seminole County. All reports must be in a user-friendly format as approved by Seminole County. Samples of all financial and operational reports must be submitted with his RFP. Awardee(s} shall provide

Seminole County with the following monthly reports, on or before the 15th day of the month for the previous month's sales:

i. Monthly cash and card sales for each vending machine by identifying number and in total.

ii. Year-to-date cash and card sales for each vending machine by identifying number and in total.

iii. Complete audit trail from total gross revenues to total net commissionable revenues and commission amount earned.

iv. The vendor will reconcile these records and reports with Seminole County as may be requested.

v. Total transparency is required; Seminole County may at any time request any additional supporting details, data, or reports that are directly related to the awardee's operations on Seminole county property. Awardee(s} must provide any such information within five (5} business days.

18. Posting of Prices:

a. All prices must be plainly posted on each vending machine. Seminole County shall be the sole judge of signage quality, size of lettering, and propriety of any signs posted.

19. Refunds:

a. Potential Awardee(s) shall propose a policy outlining procedures for refunds. Seminole County desires the ability of customer access to refunds through a customer service phone number and/or QR code that will be posted on each vending machine.

b. Refunds shall be supplied for faulty machinery and any products not up to standard. The procedure for refunds must be immediate.

20. Quality of Products:

a. All food items must be fresh at all times and of current manufacture. All merchandise kept for sale will be subject to inspection and approval or rejection by Seminole County during all times that vending services are in operation. Rejected merchandise will be immediately removed from vending machines and not returned for sale.

21. Healthy Snack Options:

a. Seminole County is committed to promoting an environment where employees and the public can make healthier food choices.

b. Seminole County Human Resources and Facilities will provide direction to the Awardee(s) about healthier options in keeping with current and future County programs to encourage wellness for County employees.

22. Approval of Vending Machine Product:

a. All items to be placed in vending machines MUST be approved by Seminole County.

b. The following are necessary to assist in product evaluation:

i. Front face of package
ii. Nutrition Facts (must include portion size)
iii. List of ingredients
iv. Proposed selling price
v. If the item is considered Smart Snack compliant as determined by the FDA, or if it is exempt.

23. Food/Beverage items inside awarded Machines:

a. The following items below apply regarding the food and beverage items being sold from the vending machines awarded in this contract:

i. It will be the responsibility of the awardee(s) to maintain and rotate all stock utilized in each vending machine. The vendors will monitor food items, expiration dates, and brand preference and remove/replace any food item and/or brand that appears to be unacceptable at each location.

ii. Seminole County shall approve all items being placed into machines and reserve the right to remove or replace any and all items that do not meet needs or standards in the County's judgment.

iii. All food and beverage products must be approved by Seminole County before stocking them in vending machines on County property.

iv. Products dispensed from machines must be fresh (no stale or out of date merchandise}, be top-grade, and be known to the general public by brand name of the manufacturer. The Awardee(s} is expected to provide a wide variety of snacks and beverages, including healthy selections. Visual markers should be used by the Awardee(s) to identify the healthier options. Products must be dated for freshness, with all outdated products removed from the machines before the expiration of the "freshness" or" sell by" dates.

v. The sale price of all products shall not be higher than the price normally charged at similar facilities or to the public local to the machine's location. If Awardee(s} desires to make changes in prices, quantity or quality of product after the first year, the awardee(s} must submit a written request for such changes together with specific justification for such changes.

vi. It is the intention of Seminole County to approve such changes in sales prices or other financial relief when the basis for the adjustments is quantified, and such changes are necessary to provide a fair and equitable profit margin for the awardee(s}

vii. Seminole County owns and provides two (2) Keurig Coffee machines (one located at the Criminal Justice Center and one at the Civil Courthouse) for which a variety of K-cups must be provided for sale in the snack machine nearby. The vendor shall also supply, at

no additional cost to customers, disposable coffee cups, individually packaged sweeteners, individually packaged creamer, and stirrers for these Keurig machines. Maintenance, cleaning, and restocking of these items is the full responsibility of the vendor.

viii. Vendor must provide all paper products, condiments, utensils and related accessories for products in vending machines.

24. Substitutions:

a. The Awardee(s)shall deliver only those brands and items approved by Seminole County. In the event of an emergency or a new item that the awardee wants to place in a vending machine on county property, the awardee must contact Seminole County and receive authorization BEFORE placing the substitution into any vending machine

25. Incorrect items in vending machines:

a. Awardee(s) shall only stock with approved items and if any unapproved item is found in the vending machine at any location, the awardee(s) will be notified in writing to remove the item(s) at all sites within 48 hours.

   i. The first offense, the Awardee(s) will be issued a warning, and the correction must be made within 48 hours.

   ii. The second offense shall result in a vendor material complaint against the contract.

   iii. Repeat offenses may result in termination of the Contract.

26. Service level:

If the selected vendor fails to perform, the County may exercise its right to terminate the Contract.

27. Unsatisfactory Product:

Seminole County reserves the right to terminate the contract at any time for due cause which shall include, but not be limited to, repetitive unsatisfactory delivered products and services. The Awardee(s) will make every effort to resolve the issue within a 48-hour period. Further performance failures will result in material complaints towards the contract which may lead to the termination of this contract for cause.

EXHIBIT A

SEMINOLE COUNTY BCC LOCATIONS

	LOCATION	BEVERAGE	FOOD
1	Red Bug Park 3600 Red Bug Lake Rd. Casselberry, FL	2	1
2	Sanlando Park 401 W. Highland Street Altamonte Springs, FL	1	1
3	County Services Building 1101East First Street Sanford, FL	4	1
4	Civil Courthouse 301 N. Park Avenue Sanford, FL	3	1
5	Criminal Justice Center 101 Eslinger Way Sanford, FL	7	3
6	Juvenile Justice Center 190 Eslinger Way Sanford, FL	2	1
7	Justice James E.C. Perry Annex 91 Eslinger Way Sanford, FL	1	1
8	Animal Services 232 Eslinger Way Sanford, FL	1	
9	Central Branch Library 215 **N.** Oxford Rd. Casselberry, FL	**1**	
10	Central Transfer Station 1950SR 419 Longwood, FL	1	
11	Community Services 520 West Lake Marv Blvd, Suite 300A, Sanford, FL	1	
12	Facilities Maintenance 205 W. County Home Rd. Sanford, FL	1	
13	Fire Department Training Center 201 Valentine Way Longwood, FL	1	1

EXHIBIT A

14	Lake Sylvan Park 845 Lake Markham Rd. Sanford, FL	1	1
15	Landfill 1930 E. Osceola Rd. Geneva, FL	1	15
16	Roads Division 149 Bush Loop Sanford, FL	1	16

100% Commission paid to Seminole County BCC

HEALTH DEPARTMENT

LOCATION		BEVERAGE	FOOD
17	Health Department 400 W. Airport Blvd. Sanford, FL	1	1

100% Commission paid to the Health Department

SHERIFF'S OFFICE LOCATIONS

LOCATION		BEVERAGE	FOOD
18	John E Polk Correctional Facility 211 Eslinger Way, Sanford, FL	4	5
19	Juvenile Services Center 1151East 28th St. Sanford, FL	2	1
20	Juvenile Detention Center 200 Eslinger Way Sanford, FL	1	1

100% Commission paid to Sheriff's Office

SPLIT LOCATION

LOCATION		BEVERAGE	FOOD
21	Sheriff's Office/Public Safety Building 100 Eslinger Way, Sanford, FL	5	2

60% Commission to the Sheriff's Office and 40% Commission to Seminole County BBC

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

EXHIBIT C

Compass Group USA, Inc. dba Canteen

CONTRACT PRICING

.

The Contractor shall pay Seminole County a twenty percent (20%) commission on all gross proceeds generated from the beverage and food machines except cold food machine products.

- Canteen will increase vending pricing. (See product/pricing sheet below).
- Canteen will pay 20% commission monthly on all products except cold food machine products.
- Canteen will guarantee $30,000 annual commissions to Seminole County Board of Commissioners.
- Canteen will use existing equipment that is in place for Seminole County Board of Commissioners. Canteen will upgrade 20% of the existing equipment at the client's request.
- At the close of each accounting period, Canteen will submit to a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.

Menu and Item Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
BOTTLE BEV	Barq's Root Beer (20 oz.)	$2.25	$2.50
	Canada Dry Ginger Ale (20 oz.)	$2.25	$2.50
	Cherry Coke (20 oz.)	$2.25	$2.50
	Coca Cola Classic (20 oz.)	$2.25	$2.50
	Coca Cola Zero Sugar Bottle (20 oz.)	$2.25	$2.50
	Crush Orange (20 oz.)	$2.25	$2.50
	Diet Coke (20 oz.)	$2.25	$2.50
	Diet Dr Pepper (20 oz.)	$2.25	$2.50
	Diet Mountain Dew (20 oz.)	$2.25	$2.50
	Diet Pepsi (20 oz.)	$2.25	$2.50
	Dr Pepper (20 oz.)	$2.25	$2.50
	Fanta Grape (20 oz.)	$2.25	$2.50
	Fanta Orange (20 oz.)	$2.25	$2.50
	Fanta Pineapple (20 oz.)	$2.25	$2.50
	Lipton Brisk Lemon Iced Tea (20 oz.)	$2.25	$2.50
	Lipton Green Tea with Citrus (20 oz.)	$2.25	$2.50
	Mountain Dew (20 oz.)	$2.25	$2.50
	Mountain Dew Baja Blast (20 oz.)	$2.25	$2.50
	Mountain Dew Code Red (20 oz.)	$2.25	$2.50
	Mountain Dew Zero Sugar (20 oz.)	$2.25	$2.50
	Pepsi (20 oz.)	$2.25	$2.50
	Pepsi Wild Cherry (20 oz.)	$2.25	$2.50
	Pepsi Zero Sugar (20 oz.)	$2.25	$2.50
	Schweppes Ginger Ale (20 oz.)	$2.25	$2.50
	Seagrams Ginger Ale (20 oz.)	$2.25	$2.50
	Sprite (20 oz.)	$2.25	$2.50
	Sprite Zero Sugar (20 oz.)	$2.25	$2.50
CANDY	3 Musketeers V (1.92 oz.)	$1.50	$1.75
	Baby Ruth (1.9 oz.)	$1.50	$1.75
	Butterfinger (1.9 oz.)	$1.50	$1.75
	Fruit Gushers Super Sour Berry (1.9 oz.)	$1.50	$1.75
	Fruit Gushers Tropical (4.25 oz.)	$3.50	$3.75
	Hershey's Milk Chocolate with Almonds (1.45 oz.)	$1.50	$1.75
	Kars Salted Cashews (1 oz.)	$1.50	$1.75
	Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3 oz.)	$1.50	$1.75
	Kinder Bueno Chocolate Bar (1.5 oz.)	$1.50	$1.75

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	Kit Kat (1.5 oz.)	$1.50	$1.75
	Lance Grilled Cheese Captains Wafers (1.375 oz.)	$1.35	$1.60
	Lays Munchies Cheese Peanut Butter Cracker (1.42 oz.)	$1.35	$1.60
	Lays Munchies Peanut Butter Toast Cracker (1.42 oz.)	$1.35	$1.60
	M&M Peanut Butter V (1.63 oz.)	$1.50	$1.75
	M&M Plain V (1.69 oz.)	$1.50	$1.75
	Nabisco Belvita Blueberry Breakfast Biscuits (1.76 oz.)	$1.50	$1.75
	Nature Valley Crunchy Oats and Honey (1.5 oz.)	$1.50	$1.75
	Orbit Peppermint Sugar Free Gum (14piec)	$2.25	$2.50
	Oreo Chocolate Cookie (2.4 oz.)	$1.50	$1.75
	Planters Salted Peanuts (2 oz.)	$1.50	$1.75
	QuestBar Cookies & Cream Protein Bar (2.12 oz.)	$3.25	$3.50
	Reese's Nutrageous (1.66 oz.)	$1.50	$1.75
	Reese's Peanut Butter Cups (1.5 oz.)	$1.50	$1.75
	Sahale Classic Fruit & Nut Blend Mix (1.5 oz.)	$2.35	$2.60
	Skittles Original Fruit V (2.17 oz.)	$1.50	$1.75
	Snickers V (1.86 oz.)	$1.50	$1.75
	Sour Patch Kids (2 oz.)	$1.50	$1.75
	Tic Tac Orange (1.7 oz.)	$2.25	$2.50
	Twix V (1.79 oz.)	$1.50	$1.75
	Twizzlers Strawberry (2.5 oz.)	$1.50	$1.75
	Wonderful Chili Roasted No Shell Pistachios (.75 oz.)	$1.50	$1.75
GUM & MINTS	Tic Tac Freshmints (1 oz.)	$2.25	$2.50
JUICE	Bang Blue Razz Brain & Body Fuel (16 oz.)	$3.50	$3.75
	Celsius Sparkling Kiwi Guava (12 oz.)	$3.50	$3.75
	Celsius Sparkling Orange (12 oz.)	$3.50	$3.75
	Celsius Sparkling Peach Vibe (12 oz.)	$3.50	$3.75
	Celsius Sparkling Wildberry (12 oz.)	$3.50	$3.75
	Celsius Tropical Vibe (12 oz.)	$3.50	$3.75
	Gatorade Cool Blue (20 oz.)	$2.25	$2.50
	Gatorade Fruit Punch (20 oz.)	$2.25	$2.50
	Gatorade Lemon Lime (20 oz.)	$2.25	$2.50
	Gatorade Orange (20 oz.)	$2.25	$2.50
	Glaceau Smart Water (20 oz.)	$2.25	$2.50
	Lipton Peach Iced Tea (20 oz.)	$2.25	$2.50
	Lipton PureLeaf Sweet Tea (18.5 oz.)	$3.50	$3.75
	Monster Energy (16 oz.)	$3.50	$3.75
	Monster Energy Ultra Strawberry Dreams (16 oz.)	$3.50	$3.75
	Monster Energy Zero Ultra (16 oz.)	$3.50	$3.75
	Monster Mean Bean Java (15 oz.)	$3.50	$3.75
	Mountain Dew Amp Original Energy Drink (16 oz.)	$3.50	$3.75
	Ocean Spray Cranberry Grape (15.2 oz.)	$2.25	$2.50
	Powerade ION Zero Mixed Berry (20 oz.)	$2.25	$2.50
	Powerade ION4 Fruit Punch (20 oz.)	$2.25	$2.50

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	Powerade ION4 Mountain Blast (20 oz.)	$2.25	$2.50
	Powerade ION4 Orange (20 oz.)	$2.25	$2.50
	Red Bull Energy Drink (8.4 oz.)	$3.50	$3.75
	Red Bull Sugar Free Energy Drink (8.4 oz.)	$3.50	$3.75
	Rockstar Punched Fruit Punch (16 oz.)	$3.50	$3.75
	Starbucks Double Shot Mocha (15 oz.)	$3.50	$3.75
	Starbucks Double Shot Vanilla (15 oz.)	$3.50	$3.75
	Starbucks Frappuccino Vanilla (9.5 oz.)	$3.75	$4.00
	Vitamin Water Acai Blueberry Pomegranate XXX (20 oz.)	$2.25	$2.50
LG SNACKS	Bugles Original (1.5 oz.)	$1.35	$1.60
	Cheetos Cheddar Jalapeno (2.75 oz.)	$1.35	$1.60
	Cheetos Crunchy (2 oz.)	$1.35	$1.60
	Cheetos Flamin Hot (2 oz.)	$1.35	$1.60
	Cheetos Puffs (1.375 oz.)	$1.35	$1.60
	Cheez-Its (2 oz.)	$1.35	$1.60
	Chester Fries Flamin' Hot (1.75 oz.)	$1.35	$1.60
	Doritos Cool Ranch (1.75 oz.)	$1.35	$1.60
	Doritos Nacho Cheese (1.75 oz.)	$1.35	$1.60
	Fritos Flavor Twists with Honey BBQ (2 oz.)	$1.35	$1.60
	Funables Mixed Berry Fruity Snacks (2.5 oz.)	$1.60	$1.85
	Funyuns (1.25 oz.)	$1.35	$1.60
	Grandmas Mini Chocolate Chip Cookies (2 oz.)	$1.35	$1.60
	Haribo Gummi Gold-Bears (2 oz.)	$1.50	$1.75
	Lays BBQ (1.5 oz.)	$1.35	$1.60
	Lays Cheese Fix Munchies (1.75 oz.)	$1.35	$1.60
	Lays Dill Pickle Chips (1.5 oz.)	$1.35	$1.60
	Lays Regular Chips (1.5 oz.)	$1.35	$1.60
	Lays Salt & Vinegar (1.5 oz.)	$1.35	$1.60
	Lays Sour Cream & Onion Chips (1.5 oz.)	$1.35	$1.60
	LuLu Platanitos Salted (2.5 oz.)	$1.35	$1.60
	Ms Vickies Spicy Dill Pickle (1.375 oz.)	$1.35	$1.60
	Oven Baked Lays BBQ (.875 oz.)	$1.35	$1.60
	Pringles Sour Cream and Onion (2.5 oz.)	$1.85	$2.10
	Ruffles Cheddar Sour Cream (1.5 oz.)	$1.35	$1.60
	Second Nature Dark Chocolate Medley (1.75 oz.)	$2.35	$2.60
	Slim Jim Original Monster Shortboi (.97 oz.)	$1.50	$1.75
	Smartfood White Cheddar Popcorn (1 oz.)	$1.35	$1.60
	Snyder's Fat Free Mini Pretzel (1.5 oz.)	$1.35	$1.60
	Sun Chips Garden Salsa (1.5 oz.)	$1.35	$1.60
	Sun Chips Harvest Cheddar (1 oz.)	$1.35	$1.60
	TGIF Cheddar Bacon Potato Skins (1.75 oz.)	$1.35	$1.60
NON CARB BEV	Aquafina (20 oz.)	$2.00	$2.25
	Bai Molokai Coconut (18 oz.)	$3.50	$3.75
	BodyArmor Strawberry Banana SuperDrink (16 oz.)	$2.50	$2.75

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	BodyArmor Strawberry Grape Mamba Forever SuperDrink (16 oz.)	$2.50	$2.75
	Dasani Water (20 oz.)	$2.00	$2.25
	Dole/Ocean Spray 100% Apple Juice (15.2 oz.)	$2.25	$2.50
	Dunkin Donuts French Vanilla Iced Coffee (13.7 oz.)	$3.50	$3.75
	Dunkin Donuts Mocha Iced Coffee (13.7 oz.)	$3.50	$3.75
	Gatorade Zero Glacier Cherry (20 oz.)	$2.25	$2.50
	Nestle Pure Life Purified Water (16.9 oz.)	$2.00	$2.25
	Snapple Apple PL (16 oz.)	$3.50	$3.75
	Snapple Kiwi Strawberry PL (16 oz.)	$3.50	$3.75
OTHER PRODUCTS	Category Product - Other Products 91	$1.25	$1.50
PASTRY	Cloverhill Big Texas Cinnamon Roll (4 oz.)	$1.60	$1.85
	Entenmanns Chocolate Frosted Mini Donuts (3.25 oz.)	$1.60	$1.85
	Grandmas Mini Vanilla Cream Cookies (2.12 oz.)	$1.60	$1.85
	Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.3 oz.)	$1.60	$1.85
	Kellogg Pop Tarts Frosted Strawberry (3.3 oz.)	$1.60	$1.85
	Kellogg Rice Krispies Treats (2.13 oz.)	$1.60	$1.85
	Knotts Berry Strawberry Shortbread Cookie (2 oz.)	$1.60	$1.85
	Little Debbie Double Decker Oatmeal Cream Pie (3.9 oz.)	$1.60	$1.85
	Mrs. Freshley's Crunch Mini Donut (3.4 oz.)	$1.60	$1.85
	Mrs. Freshley's Jumbo Glazed Honey Bun (4 oz.)	$1.60	$1.85
	Mrs. Freshley's Powdered Donut (3 oz.)	$1.60	$1.85

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605040-25/LAS VENDING MACHINE SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Cyber Liability and Technology Errors and Omissions Insurance:

$ 1,000,000	Per Claim

E. Crime and Employee Dishonesty Liability:

$ 500,000	Per Occurrence

EXHIBIT E

Agreement Name: Term Contract for Vending Machine Services

Agreement Number: RFP-605050-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-605050-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this October day of 9th, 20 25.

Compass Group USA, Inc. by and through its Canteen Division
Consultant Name

By: Michael T Coffey
Print/Type Name: Michael T Coffey
Title: Division President

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR □ online notarization, this 9th day of October, 20 25, by Michael T Coffey (Full Name of Affiant).

NOTARY PUBLIC STATE OF FLORIDA
NICOLA F. PAGLEY
Commission # HH 674124
Expires August 31, 2029

Nicola F Pagley
Print/Type Name Nicola F Pagley
Notary Public in and for the County and State Aforementioned
My commission expires: August 31, 2029

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: Michael Coffey

Title: Division Presient

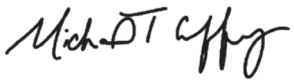
Signature:  Date: July 1, 2025

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # Term Contract for Vending Machine Services (RFP-605050-25/LAS)

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

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

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

2. I am an officer or representative of Compass Group USA, Inc. by and through its Canteen Division, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

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

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

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

Nongovernmental Entity: Compass Group USA, Inc. by and through its Canteen Division

Authorized Signature: _____ Date: 10-9-2025

Printed Name: Michael T Coffey

Title: Division President

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of October, 2025, by Michael T Coffey, as Division President on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Nicola F Pagley
My commission expires: August 31, 2029

NICOLA F. PAGLEY
Commission # HH 674124
Expires August 31, 2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Compass Group USA, Inc. by and through its Canteen Division

Signature: Michael T Coffey

Printed Name: Michael T Coffey

Title: Division President

Date: July 1, 2025

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 1st day of July, 2025, by Michael T Coffey.

(name of person making statement)

Nicola F Pagley

Signature of Notary Public

Nicola F Pagley

Print/Type/Stamp Commissioned Name of Notary Public

✓ Personally Known OR _____ Produced Identification

NICOLA F. PAGLEY
MY COMMISSION # HH171533
EXPIRES: August 31, 2025

Type of Identification Produced: _____

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

File Number: 2025-969

Title:

Award RFP-6712-25/HSM Building Program Development Services for Proposed Seminole County Indoor Complex venue to Pizzuti Solutions, LLC, and authorize staff to negotiate the fees for the services and authorize the Purchasing and Contracts Division to execute the agreement. Furthermore, staff recommends authorizing the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-004 in the Tourism Improvement District Fund to transfer $281,050 from Reserves. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Parks and Recreation

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Herronda Mortimer/407-665-7113

Background:

RFP-6712-25/HSM Building Program Development Services for Proposed Seminole County Indoor Complex Venue will provide consulting services and will partner with Seminole County to expand upon the County's existing vision, further refine the project scope, and develop recommendations that identify the most viable and sustainable path forward which meets the county's expectations of the project.

The Project was publicly advertised, and the County received two (2) responses listed alphabetically below:

- Pizzuti Solutions, LLC
- Sports Facilities Management, LLC

The Evaluation Committee, consisting of Rick Durr, Director; Michael Wirsing, Deputy Director; Amanda Salazar, Division Manager; all from the Parks and Recreation

Department, Kristian Swenson, Deputy County Manager and Guilherme Cunha, Director of Economic Development and Tourism evaluated the responses and agreed to interview both firms, giving equal consideration to each firm.

The Evaluation Committee recommends that the Board approve the award and authorize the Purchasing and Contracts Division to execute an agreement for the top-ranked firm.

1. Pizzuti Solutions, LLC
2. Sports Facilities Management, LLC

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking Sheet, and Presentation Scoring Sheets. A Draft agreement, including the scope of services has been provided as a part of this agenda item. The fees will be negotiated by Staff prior to commencement of work. Authorization for services will be upon execution of the Agreement issued and executed by the County and signed by the Consultant.

The budget for this item is located under BU# 011060, and funds will become available with the Chairman authorization of the execution of a Resolution implementing Budget Amendment Request (BAR) #26-004 in the Tourism Improvement District Fund to transfer $281,050 from reserves.

Estimated annual usage $281,050.00

Requested Action:

Award RFP-6712-25/HSM Building Program Development Services for Proposed Seminole County Indoor Complex venue to Pizzuti Solutions, LLC, and authorize staff to negotiate the fees for the services and authorize the Purchasing and Contracts Division to execute the agreement. Furthermore, staff recommends authorizing the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-004 in the Tourism Improvement District Fund to transfer $281,050 from Reserves.

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

TABULATION SHEET

RFP-6712-25/HSM

Building Program Development Services for Proposed Seminole County Indoor Complex Venue

RESPONSE DEADLINE: August 27, 2025 at 2:00 pm
Report Generated: Monday, October 6, 2025

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PROPOSALS RECEIVED

Vendor	Address
Pizzuti Solutions LLC	300 S Orange Avenue Suite 1000 Orlando, FL 32801
Sports Facilities Management, LLC	17755 US Hwy 19 N. Suite 300 Clearwater, FL 33764

Tabulated and posted, Monday, September 8, 2025, at 2:23 PM (EST) by Herronda S. Mortimer, Senior Procurement Analyst

Evaluation Committee Meeting: Thursday, September 11, 2025, at 11:00 AM EST at County Manager's Conference Room 3026 located at 1101 East First Street, Sanford, FL 32771. The awardee is determined by the total average ranking.

Presentations and Interviews listed alphabetically giving equal consideration to both firms: Friday, October 3, 2025, at 1:00 PM EST at 1101 E. First Street, Sanford, FL – County Manager's Conference Room 3024 (listed alphabetically).

- Pizzuti Solutions, LLC
- Sports Facilities Management, LLC

BCC AGENDA DATE: October 28, 2025, Request to approve ranking and authorize negotiations with top ranked firm. Updated and posted October 8, 2025, at 3:45 PM EST by Herronda S. Mortimer, Senior Procurement Analyst.

1. Pizzuti Solutions, LLC
2. Sports Facilities Management, LLC

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

TABULATION SHEET

RFP No. RFP-6712-25/HSM

Building Program Development Services for Proposed Seminole County Indoor Complex Venue

RESPONSE DEADLINE: August 27, 2025 at 2:00 pm

Report Generated: Friday, September 12, 2025

Vendor	Guilherme Cunha	Rick Durr	Amanda Salazar	Kristian Swenson	Michael Wirsing	Total Score (Max Score 100)	Total Average Rank
Sports Facilities Management, LLC	49 (1.5)	93 (1)	98 (1)	84 (2)	100 (1)	**84.8**	**1.3**
Pizzuti Solutions LLC	49 (1.5)	70 (2)	90 (2)	97 (1)	93 (2)	**79.8**	**1.7**

We approve the above stated ranking and provide equal consideration to both firms to move to further discussions and Presentations and Interviews.

EVALUATION TABULATION
RFP No. RFP-6712-25/HSM
Building Program Development Services for Proposed Seminole County Indoor Complex Venue

Amanda Salazar

Amanda Salazar

Michael Wirsing

Michael Wirsing

Rick Durr

Kristian Swenson

Guilherme Cunha

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

RANKING SHEET

RFP-6712-25/HSM

Building Program Development Services for Proposed Seminole County Indoor Complex Venue

RESPONSE DEADLINE: August 27, 2025 at 2:00 pm

Report Generated: Thursday, October 9, 2025

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

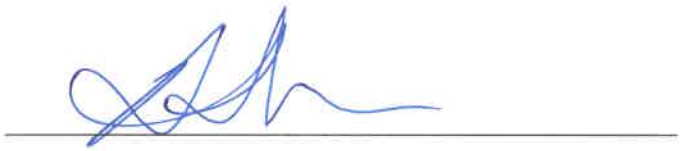
AGGREGATE SCORES SUMMARY

Vendor	Guilherme Cunha	Rick Durr	Amanda Salazar	Kristian Swenson	Michael Wirsing	Total Score (Max Score 100)	Total Average Rank
Pizzuti Solutions LLC	90 (1)	90 (1)	95 (1)	100 (1)	100 (1)	**95**	**1**
Sports Facilities Management, LLC	80 (2)	70 (2)	55 (2)	65 (2)	90 (2)	**72**	**2**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Data-Driven Analysis & Alignment with Project Goals Points Based 75 Points (75%)	Similar Projects Points Based 25 Points (25%)	Total Score (Max Score 100)
Pizzuti Solutions LLC	72	23	**95**
Sports Facilities Management, LLC	53	19	**72**

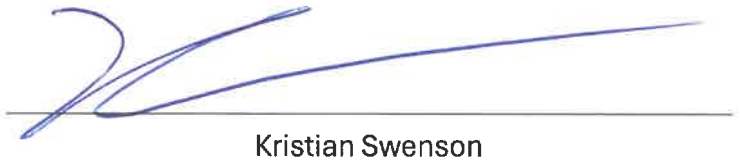
INDIVIDUAL PROPOSAL SCORES



Amanda Salazar

Michael Wirsing

Rick Durr



Kristian Swenson

Guilherme Cunha

Pizzuti Solutions LLC

Data-Driven Analysis & Alignment with Project Goals | Points Based | 75 Points (75%)

Guilherme Cunha: 70

Very comprehensive understanding of the economic impact mod3l and possible variables

Rick Durr: 70

Presented options, knowledge of our specific issues at the county, discussion of details regarding previous meetings and a full understanding of the challenges presented by this project.

Amanda Salazar: 70

This firm knew exactly what we were looking for and had great input on how to accomplish our goals of speaking to commissioners.

Kristian Swenson: 75

Excellent proposal

Michael Wirsing: 75

Talked about how they will use Hunden and will rely on past experience.

Similar Projects | Points Based | 25 Points (25%)

Guilherme Cunha: 20

Strong understanding of community stakeholders

Rick Durr: 20

Presented not only sports facility experience, but also multiple use facilities funded through different means. Wide variety of issues discussed and understanding of the issues.

Amanda Salazar: 25

This firm has lots of experience, and the right personnel, doing what the scope calls for.

Kristian Swenson: 25

Lots of similiar projects

Michael Wirsing: 25

Talked about how they had worked with other like situations and were able to build consensus with stakeholders.

Sports Facilities Management, LLC

Data-Driven Analysis & Alignment with Project Goals | Points Based | 75 Points (75%)

Guilherme Cunha: 65

Information provided wasn't as specific to the data provided

Rick Durr: 50

Somewhat generic approach to programming. Very concerned with lack of specificity to this project and the needs of the county.

Amanda Salazar: 40

Though this team can run the facility, it seems as though they were presenting on a later part of the project. They did not seem too familiar with the data we provided (commission meetings, etc) and did not have any Architectual input in their plans.

Kristian Swenson: 45

Proposed process doesn't seem to meet full need

Michael Wirsing: 65

Shared that they had worked with Hunden, but have their own information too. Didn't seem to be knowledgable about the other resources provided.

Similar Projects | Points Based | 25 Points (25%)

Guilherme Cunha: 15

Customized responses would have made the score higher

Rick Durr: 20

Wide range of sports facilities.

Amanda Salazar: 15

They have experience running a facility but could not speak on what we were asking for (commissioner briefings).

Kristian Swenson: 20

Excellent sports experience. Project methods for our needs seems reduced in other projects

Michael Wirsing: 25

Lots of experience.

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Guilherme Cunha	Director	Sep 11, 2025 11:38 AM
Rick Durr	Director	Sep 9, 2025 11:39 AM
Amanda Salazar	Parks and Recreation Division Manager	Sep 9, 2025 11:02 AM
Kristian Swenson	Assistant County Manager	Sep 3, 2025 9:08 AM
Michael Wirsing	Park and Recreation Division Manager	Aug 29, 2025 11:37 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Project Understanding/Project Approach	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Qualifications of Proposed Personnel	Points Based	40 *(40% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Similar Project Experience	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Pricing Proposal	Points Based	5 *(5% of Total)*

Description:
Proposers must provide a pricing table that includes all labor categories and billing rates that will be used for the completion of the tasks as outlined in the Scope of Services for this Agreement.

AGGREGATE SCORES SUMMARY

Vendor	Guilherme Cunha	Rick Durr	Amanda Salazar	Kristian Swenson	Michael Wirsing	Total Score (Max Score 100)	Total Average Rank
Sports Facilities Management, LLC	49 (1.5)	93 (1)	98 (1)	84 (2)	100 (1)	**84.8**	**1.3**
Pizzuti Solutions LLC	49 (1.5)	70 (2)	90 (2)	97 (1)	93 (2)	**79.8**	**1.7**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Project Understanding/Project Approach Points Based 30 Points (30%)	Qualifications of Proposed Personnel Points Based 40 Points (40%)	Similar Project Experience Points Based 25 Points (25%)	Pricing Proposal Points Based 5 Points (5%)	Total Score (Max Score 100)
Sports Facilities Management, LLC	25.8	32.8	22	4.2	**84.8**
Pizzuti Solutions LLC	24	33.8	20.4	1.6	**79.8**

INDIVIDUAL PROPOSAL SCORES

Pizzuti Solutions LLC

Project Understanding/Project Approach | Points Based | 30 Points (30%)

Guilherme Cunha: 15

More information will be required during the presentation.

Rick Durr: 20

Had some difficulty lining up the proposal with the stated scope to verify all the steps were included. Team appears to have provided services above and beyond what is intended for this portion of the project.

Amanda Salazar: 25

Company understands the approach.

Kristian Swenson: 30

The vendor seems to understand the project and has suggested tasks to be successful

Michael Wirsing: 30

The vendor provided a clear understanding of the project and provided a good overview of the necessary steps for the project.

Qualifications of Proposed Personnel | Points Based | 40 Points (40%)

Guilherme Cunha: 20

More information will be required during the presentation.

Rick Durr: 30

Presents a skilled team at land and project development across many public facility types.

Amanda Salazar: 39

Employees and subs listed all have respectable qualifications and time in the field.

Kristian Swenson: 40

Qualifications very robust

Michael Wirsing: 40

The vendor has significant years of experience in the industry and partners with two other agencies that has qualified experience for this type of project.

Similar Project Experience | Points Based | 25 Points (25%)

Guilherme Cunha: 12

More information will be required during the presentation.

Rick Durr: 20

Likewise, presents a cross section of project types, but also points out a limited number of sports facilities of this type.

Amanda Salazar: 25

Seems to have ample amount of relevant experience.

Kristian Swenson: 25

Lots of similiar size projects

Michael Wirsing: 20

Out of the 5 projects listed, 3 were completed, one is under construction, and one is in the planning phase. It seems like only one of these facilities is geared towards sports tourism, and the others are more of a community center, which operate pretty differently from what the proposed project is geared towards. Also, I would have liked to have seen something in Florida or the Southeast.

Pricing Proposal | Points Based | 5 Points (5%)

Guilherme Cunha: 2

More information will be required during the presentation.

Rick Durr: 0

High bid. May be over-scoped regarding the project needs.

Amanda Salazar: 1

Price is very high.

Kristian Swenson: 2

The price is expensive compared to other bidder, but proposal seems robust

Michael Wirsing: 3

A detailed pricing table was provided. The proposed fees/times on each task seem to be higher than I would have anticipated, with some of the information having been provided by previous Hunden studies. I noticed that renderings were included in the bid, but I wasn't sure if that was included or if it was an additional fee.

Sports Facilities Management, LLC

Project Understanding/Project Approach | Points Based | 30 Points (30%)

Guilherme Cunha: 15

More information will be required during the presentation.

Rick Durr: 30

Covered all the bases. Also provided value-added information/steps to the county's proposed scope.

Amanda Salazar: 29

Proposal was written to be more personalized to Seminole County. They seem to have a strong understanding of the project, how we function, and the goals.

Kristian Swenson: 25

Seems to understand the project. Concerns over the amount of personal engagement due to cost.

Michael Wirsing: 30

Broke down tasks well, mirroring the scope of the project. Provided some depth on several of the tasks such as having 90 current managed facilities to utilize comps for feasibility study and planning. Talked about what stakeholders they would reach out to based on them being a Florida-based company and managing facilities in Florida.

Qualifications of Proposed Personnel | Points Based | 40 Points (40%)

Guilherme Cunha: 20

More information will be required during the presentation.

Rick Durr: 35

Highly experienced and skilled team working both within the Florida market as well other markets nationally. Covers both facility planning as well as construction.

Amanda Salazar: 39

Staffing looks to meet qualifications with ample time in the field.

Kristian Swenson: 30

Qualified firm. Team not as robust as other vendor

Michael Wirsing: 40

Personnel looks to be very qualified and has great experience. Would have liked to see specifically who would be working with our team day to day or how the team will be coordinating with the County. Like that, all phases of the project appear to be done by the same company and not a subcontractor.

Similar Project Experience | Points Based | 25 Points (25%)

Guilherme Cunha: 12

More information will be required during the presentation.

Rick Durr: 23

Listed multiple projects each team member has been a part of, with well-known facilities in the industry.

Amanda Salazar: 25

Lots of relevant experience.

Kristian Swenson: 25

Has similar experience

Michael Wirsing: 25

SFA shared projects that seem to be in the same "fit" as the proposed indoor complex. Liked that they they shared projects that are focused on sports tourism but felixble for other usages. Appreciated that there seems to be a lot of different projects they have worked on based on the personnel bios. While they are a florida based company; like they have worked all over the country; that will allow them to use this knowledge to help our project.

Pricing Proposal | Points Based | 5 Points (5%)

Guilherme Cunha: 2

More information will be required during the presentation.

Rick Durr: 5

Is the lower priced option while covering the entire scope.

Amanda Salazar: 5

Fee seems much more attainable and reasonable for the work we are looking for.

Kristian Swenson: 4

Price is cheaper, but I have concerns about the extent of the product provided for the suggested price.

Michael Wirsing: 5

A fee schedule was provided, and it clearly provided who was going to be involved based on each task.

CONSULTANT SERVICES AGREEMENT FOR BUILDING PROGRAM DEVELOPMENT FOR SEMINOLE COUNTY INDOOR COMPLEX VENUE RFP-6712-25/HSM

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

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Building Program Development Services for the Seminole County Indoor Complex Venue for Seminole County; and

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

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

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

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A

and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Work Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of six (6) months. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Work Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Work 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 materials and services by CONTRACTOR under this Agreement must be in the form of written Work Orders issued and executed by COUNTY. A sample Work Order is attached as Exhibit B. Each Work Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Work Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as

to the number of available Work Orders or that CONTRACTOR will perform any Work Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Work Order is issued on a Fixed Fee basis, then the applicable Work 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 Work Orders.

Section 6. Payment and Billing.

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

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

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Work Order will be invoiced

separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Work 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 Parks and Recreation Department
100 E. 1st Street, 4th Floor
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.

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

Section 7. General Terms of Payment and Billing.

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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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

(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 Work 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 Work Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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

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

Section 13. Conflict of Interest.

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

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

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

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

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

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

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer’s cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers’ Liability, and Umbrella Liability coverages.

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

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

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

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance

Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

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

until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(4) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

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

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(5) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(6) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(7) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

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

(8) Professional Liability Insurance.

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

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage

will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

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

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

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

Section 18. Dispute Resolution.

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

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

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

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

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

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

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

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

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

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

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

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

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

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

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

Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and

subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:

Seminole County Parks and Recreation Department
100 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

_____
_____
_____

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

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

Section 32. E-Verify System Registration.

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

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

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

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

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

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

ATTEST:

_____	By:_____
Witness	
_____	_____
Print Name	Print Name
_____	_____
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

_____	By:_____
Witness	ROBERT BRADLEY, Purchasing Division Manager
_____	
Print Name	
	Date:_____
_____	
Witness	
_____	
Print Name	

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

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

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order

Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

Scope of Services
Building Program Development Services
Proposed Seminole County Indoor Complex Venue

Finalizing a Building Program and Establishing a Recommended Project Budget
The Consultant will partner with Seminole County to expand upon the County's existing vision, further refine the project scope, and develop recommendations that identify the most viable and sustainable path forward which meets the county's expectations of the project. An overview of this scope includes the following:

- A refined/finalized facility development program, including space types and size, that aligns with the County's vision, leverages opportunities, and addresses key challenges.
- Cost estimates for the recommended facility for establishment of a recommended project budget.
- Refining and clarifying a business model aligned with the County's definition of success.
- Performance expectations based on comparable facilities and national industry benchmarks.

The anticipated project milestones shall include but are not limited to the following:

Task 1: Project Kick-Off Meeting
A project kick-off meeting will be held with the consultant and Seminole County's project team to align on scope, expectations, deliverables and next steps. The meeting will cover the following:

- Introductions of key team personnel
- Review of project history and status
- Overview of existing data and facility program concepts as previously developed by others and as presented to the Board of County Commissioners including strategic application of Hunden, Inc. data previously completed (as provided by the County)
- Overview of the Tourism Improvement District (TID) funding program as established by the county
- Identification of other potential partners and key stakeholders
- Discussion of critical project milestones and timelines
- Q&A to address initial questions or concerns

Task 2: Individual Meetings/Interviews with Seminole County Commissioners Leadership, and Local Stakeholders

To ensure alignment with County leadership, the Consultant will conduct individual interviews with each County Commissioner and additionally identified county representative to gain insight into their specific goals, priorities, and expectations for the project. These meetings may be conducted virtually or in person. The consultant will also meet with local partners as identified by Seminole County, such as but not limited to, the Greater Orlando Sports Commission, Seminole State College, Seminole County Public Schools, Tourism Development Council, and the Tourism Improvement District Advisory Board.

Task 3: Review of Existing Data, Market Analysis and Project Assumptions

The Consultant will conduct a thorough review of all relevant documents, studies, and data provided by Seminole County. This will be followed by a preliminary overview/update, including any preliminary or proposed confirmation or proposed updates to the following:

- Regional demographic and socioeconomic data
- Sports and recreational participation trends
- Assessment of existing service providers and competitive landscape including any updates and/or findings which will directly inform the recommendations presented in the final report.

Task 4: Facility Development Planning Sessions

The Consultant will facilitate planning sessions with county staff and any key stakeholders as approved by the county to further refine the project vision and define success. These sessions will address:

- Programmatic building components and recommendations.
- Establishing consensus for the establishment of a project budget
- Identification of anticipated financial resources, including the role of the TID in funding the implementation of the project.
- Potential strategic alliances and partnership opportunities.
- Defining 'success' for the project, both from a programmatic and financial perspective

Task 5: BCC Work Sessions

The consultant shall facilitate multiple work sessions with the BCC and county staff as needed. The goals of the work sessions include the following:

- Review previous assumptions to include any proposed updates
- Review recommendations and updates to the proposed building program
- Generate consensus as to the proposed next steps, including final approval of the proposed building program and project budget for issuance of a solicitation for design and construction services by the county.

Task 6: Recommended Facility Development Program Memorandum

The consultant will provide a draft and finalized executive summary report summarizing the previous tasks. This memorandum will include but is not limited to the following:

1. **Business Model Overview/Updates**: Clear articulation of success criteria and a recommended business model to include marketing and business development budget estimates.
2. **Market Overview Updates**: Any updates to Demographic and socioeconomic analysis, participation trends, and competitive positioning based on current market conditions.
3. **Facility Program Development:** Specific recommended facility development program (space types and sizes) and construction cost estimates, which will then be utilized by the county for future solicitation of an architectural design team and construction manager team for implementation of the project.
4. **Recommended Project Budget:** based on the building program recommended, cost estimates and anticipated funding source(s).
5. **Performance Expectations**: High-level financial performance projections/updates.

CONSULTING MSA WORK ORDER #
Seminole County, Florida Board of County Commissioners

Master Agreement No.: Click to enter text. Dated: Date.

Master Agreement Title: Click to enter text.

Project Title: Click to enter text.

Consultant: Consultant
Address: Address
City, State, Zip

ATTACHMENTS TO THIS WORK ORDER:

☐ EXHIBIT A - Proposal/Scope of Services
☐ EXHIBIT B - Fee Schedule
☐ EXHIBIT C - Sub-consultant Proposal/Fee
☐ EXHIBIT D - _____

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work by Date. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant a Choose amount of $Amount for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this _____ day of _____, 20____ which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: Robert Bradley

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

CONSULTANT: Consultant

By: _____
Signature – Consultant Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

Sample

EXHIBIT C

Price Proposal:

Proposers must provide a pricing table that includes all labor categories and billing rates that will be used for the completion of the tasks as outlined in the Scope of Services for this Agreement.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-6712-25/HSM BUILDING DEVLOPMENT PROGRAM SERVICES- PROPOSED SEMINOLE COUNTY INDOOR COMPLEX VENUE

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Excess/Umbrella Liability:	$1,000,000	Each Occurrence
E.	Professional Liability:	$ 1,000,000	Per Claim
		$ 2,000,000	General Aggregate

~~ End Exhibit X ~~

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

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this _____ day of _____, 20___, by _____ (Full Name of Affiant).

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

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

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

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

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

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

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

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

Nongovernmental Entity: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-004**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION DEPT / TOURISM

Fund(s): 11002 SCTID TOURISM IMP DIST FUND

RM Recommendation	
W. AVILES	10/9/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To transfer $281,050 from Tourism Improvement District Fund Reserves to for consulting services for the Indoor Sports Complex.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	**11002**	**011060**	530310		PROFESSIONAL SERVICES		3100879201	281,050.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	281,050.00
Reserve	**11002**	**999104**	599998		RESERVE FOR CONTINGENCIES		9989999901	(281,050)
Reserve								
							Reserve Sub-Total	(281,050.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

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

File Number: 2025-917

Title:

Approve the ranking list and authorize staff to negotiate rates in accordance with Section 287.055 Florida Statutes, Consultants Competitive Negotiation Act, and authorize the Purchasing & Contracts Division to execute one (1) Master Services Agreement (MSA) for PS-6549-25/RTB - Architectural and Engineering Services for the Seminole County Administration Building. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Robert Bradley/407-665-7111

Background:

The County is initiating a capital project to design and construct a County Administration Building and associated parking garage that will better support current and future operational needs, enhance public service delivery, and provide a modern facility with improved energy efficiency, safety, and accessibility for both staff and the community.

The Purchasing and Contracts Division, in accordance with applicable procurement laws and procedures, issued a Request for Proposals (RFP) PS-6549-25/RTB for Architectural and Engineering Services for the Seminole County Administration Building on April 14, 2025. The selected architectural and engineering firm will provide comprehensive design and construction administration services for the project.

The County received eight (8) responses, listed alphabetically below:

- ASD/SKY

- Cormia Design Group
- HKS, Inc.
- JL2 Architecture
- Silling Architects
- Song + Associates, Inc.
- STORYN Studio for Architecture
- The S/L/A/M Collaborative, Inc.

The Evaluation Committee, consisting of Chad Wilsky, Fleet and Facilities Director; Anthony Maddox, Facilities Division Manager; Nick Brow, Facilities Development Manager; and Kristian Swenson, Assistant County Manager, reviewed and evaluated the responses and selected four (4) firms to interview: HKS, Inc., JL2 Architecture, Silling Architects, and The S/L/A/M Collaborative, Inc..

The interview presentations by the four selected firms were evaluated based on the qualifications of their proposed design team, relevant experience with similar projects, programming approach, and overall design schedule.

Following a comprehensive evaluation and interview process, the evaluation committee recommends that the Board approve the ranking and authorize staff to negotiate the rates in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act, and authorize the Purchasing & Contracts Division to execute one (1) Master Services Agreement. The ranking is as follows:

1. Silling Architects
2. JL2 Architecture
3. HKS, Inc.
4. The S/L/A/M Collaborative, Inc.

Work authorized under the Master Services Agreement (MSA) will be initiated through written Work Orders, which will be issued and executed by the County and signed by the Consultant. The scope and cost of each Work Order will be negotiated on an as-needed basis and must fall within approved budgetary limits.

The Agreement will become effective upon execution and will remain in effect for a period of five (5) years. At the sole discretion of the County, it may be renewed for up

to two (2) additional one-year terms.

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking Sheet, and the Presentation Ranking and Scoring Sheets. A Draft Agreement, including the Scope of Services, has been provided as a part of this Agenda Item, and it will be used to generate the Award MSA.

Requested Action:

Staff requests the Board approve the ranking list and authorize staff to negotiate rates in accordance with Section 287.055 Florida Statutes, Consultants Competitive Negotiation Act, and authorize the Purchasing & Contracts Division to execute one (1) Master Services Agreement (MSA) for PS-6549-25/RTB - Architectural and Engineering Services for the Seminole County Administration Building.

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

TABULATION SHEET

PS No. PS-6549-25/RTB

Architectural and Engineering Services for Seminole County Administration Building

RESPONSE DEADLINE: May 28, 2025 at 2:00 pm
Report Generated: Wednesday, October 1, 2025

PROPOSALS RECEIVED

Vendor	Contact Info
ASD|SKY	John Curran - jcurran@asdnet.com (813) 341-6810
Cormia Design Group	Annabelle Fowler - design@cormia.com (407) 660-2766
HKS, Inc.	Nathan Butler - nbutler@hksinc.com (321) 251-9481
STORYN Studio for Architecture	Shea Baldino - contact@storynstudio.com
Silling Architects	Michael Moore - mmoore@silling.com (321) 296-8100
Song + Associates, Inc.	Kremer Shell - kshell@songandassociates.com (561) 655-2423
The S/L/A/M Collaborative, Inc.	Mary Martin - mmartin@slamcoll.com
jl2 Architecture	Johnnie Lohrum - jlohrum@jl2architecture.com (407) 340-2879

Tabulated: Wednesday, May 28, 2025 at 4:30 PM EST (Robert T. Bradley, Purchasing Manager)

Evaluation Committee Meeting: Thursday, June 12, 2025 at 3:00PM EST at 1101 E. First Street, Room 3024

Presentations and Interviews: Rescheduled for Tuesday, September 16, 2025, at the County Manager's Conference Room 3024 – 1101 East First Street, Sanford, FL 32771 at 8:30AM EST. These presentations are exempt from public attendance in accordance with F.S. 286.011 (Updated Friday, August 15, 2025 at 10:30AM EST)

The shortlisted firms are listed alphabetically below:

- HKS, Inc.
- JL2 Architecture
- Silling Architects
- The S/L/A/M Collaborative, Inc.

Final Ranking and Consensus Meeting, Friday, September 19, 2025 11 – 11:30AM EST at County Manager's Conference Room 3024 - 1101 East First Street, Sanford, FL 32771.

BCC Meeting – October 28, 2025 – Request to approve ranking and authorize staff to negotiate rates with the top-ranked firm in accordance with Florida Statute 287.055 CCNA (Updated and Posted, Friday, September 19, 2025 at 3:30PM EST) by Robert Bradley, Purchasing Manager.

1. Siling Architects
2. JL2 Architecture
3. HKS, Inc.
4. The S/L/A/M Collaborative, Inc.

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

EVALUATION TABULATION

PS No. PS-6549-25/RTB

Architectural and Engineering Services for Seminole County Administration Building

RESPONSE DEADLINE: May 28, 2025 at 2:00 pm - Report Generated: Thursday, June 12, 2025

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
HKS, Inc.	**100 (2)**	**100 (1)**	**88 (4.5)**	**100 (1)**	**97**	**2.13**
jl2 Architecture	**100 (2)**	**95 (2)**	**79 (6)**	**96 (3.5)**	**92.5**	**3.38**
The S/L/A/M Collaborative, Inc.	**85 (5)**	**85 (4)**	**100 (1)**	**97 (2)**	**91.75**	**3**
Silling Architects	**100 (2)**	**80 (6)**	**88 (4.5)**	**96 (3.5)**	**91**	**4**
Song + Associates, Inc.	77 (6.5)	82 (5)	95 (2)	93 (5)	86.75	4.63
ASD|SKY	87 (4)	87 (3)	73 (7.5)	90 (6)	84.25	5.13
STORYN Studio for Architecture	77 (6.5)	77 (7)	89 (3)	67 (8)	77.5	6.13
Cormia Design Group	70 (8)	70 (8)	73 (7.5)	70 (7)	70.75	7.63

Shortlisting is based on total average rank of the firms after evaluation and scoring. The Evaluation Committee recommends the top four (4) firms to be shortlisted for Presentations and Interviews: HKS, Inc. – JL2 Architecture – the S/L/A/M Collaborative, Inc. – Silling Architects

Nick Brow

Anthony **Maddox**

Chad Wilsky Digitally signed by Chad Wilsky Date: 2025.06.12 14:54:44 -04'00'

Kristian Swenson

Chad Wilsky

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

PRESENTATION RANKING

PS No. PS-6549-25/RTB

Architectural and Engineering Services for Seminole County Administration Building

RESPONSE DEADLINE: May 28, 2025 at 2:00 pm

Report Generated: Friday, September 19, 2025

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Silling Architects	95 (1)	96 (1)	100 (1)	100 (1)	**97.75**	**1**
jl2 Architecture	90 (2)	80 (2)	90 (2)	75 (3)	**83.75**	**2.25**
HKS, Inc.	85 (3)	65 (3)	80 (3)	80 (2)	**77.5**	**2.75**
The S/L/A/M Collaborative, Inc.	80 (4)	60 (4)	60 (4)	70 (4)	**67.5**	**4**

Recommendation is based on total average ranking of presentations after scoring.

We approve the above stated ranking and will request authorization from the Board to enter into negotiations with top-ranked firm: Silling Architects

Nick Brown

Anthony Maddox

Kristian Swenson

Chad Wilsky

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

EVALUATION TABULATION

PS No. PS-6549-25/RTB

Architectural and Engineering Services for Seminole County Administration Building

RESPONSE DEADLINE: May 28, 2025 at 2:00 pm

Report Generated: Wednesday, October 1, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Nick Brow	Construction Manager	May 29, 2025 9:36 AM
Anthony Maddox	Division Manager Facilities	Jun 12, 2025 7:41 AM
Kristian Swenson	Assistant County Manager	Jun 12, 2025 8:40 AM
Chad Wilsky	Fleet and Facilities Director	May 30, 2025 7:48 AM

EVALUATION CRITERIA

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

Description:

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

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

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

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

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

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

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

Description:

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

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Silling Architects	95 (1)	96 (1)	100 (1)	100 (1)	97.75	1
jl2 Architecture	90 (2)	80 (2)	90 (2)	75 (3)	83.75	2.25
HKS, Inc.	85 (3)	65 (3)	80 (3)	80 (2)	77.5	2.75
The S/L/A/M Collaborative, Inc.	80 (4)	60 (4)	60 (4)	70 (4)	67.5	4

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications of Proposed Project Team Points Based 50 Points (50%)	Similar Project Experience Points Based 50 Points (50%)	Total Score (Max Score 100)
Silling Architects	49	48.8	97.75
jl2 Architecture	40	43.8	83.75
HKS, Inc.	33.8	43.8	77.5
The S/L/A/M Collaborative, Inc.	31.3	36.3	67.5

INDIVIDUAL PROPOSAL SCORES

HKS, Inc.

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

Nick Brow: 40

Utilization of proposed staff is satisfactory. Programming approach is well defined with a good understanding of stakeholder needs. 15-month programming/design schedule shown. Team is actively working on County's CJC Renovation - this effort would run concurrently with this project.

Anthony Maddox: 30

Good mix of local and non-local, however, very top-heavy with partners and principals leading the team. Could cause potential conflicts with operational priorities.

Kristian Swenson: 30

The schedule needed to be faster. The team was all higher level people. Had concerns over staffing and availability

Chad Wilsky: 35

Programming and design schedule lengthy.

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

Nick Brow: 45

(6) Examples shared for project experience, all of which match this solicitation's criteria.

Anthony Maddox: 35

Good array of municipal work, including Seminole County.

Kristian Swenson: 50

Good experience

Chad Wilsky: 45

Provided specific examples similar in scope to the County's project. Provided information and examples of site utilization.

jl2 Architecture

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

Nick Brow: 45

Good composition of team members. Strong construction management background. Programming approach is well defined. Committed to 12-month schedule during Q&A period.

Anthony Maddox: 40

Seminole County local presence, however, the programming team is in DC.

Kristian Swenson: 40

The schedule needed to be faster

Chad Wilsky: 35

Programming and design schedule lengthy. Strong local project management team.

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

Nick Brow: 45

(3) Examples shared for project experience, all of which match this solicitation's criteria. 250k GSF designed in 12-months.

Anthony Maddox: 40

Good project experience with the public sector within Florida.

Kristian Swenson: 50

Experience was good

Chad Wilsky: 40

Local similar experience shared with Sarasota County Admin and FDACS. Information on site utilization not as detailed/ strong as other presenters. Phasing options eliminated key infrastructure. Not sure why this was presented.

Silling Architects

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

Nick Brow: 48

Utilization of proposed staff is satisfactory. Meeting availability with local representation is satisfactory. Well outlined approach for programming interviews. 12-month programming/design schedule shown.

Anthony Maddox: 48

Teams are local to the Orlando and Tampa area.

Kristian Swenson: 50

Great schedule. Good team.

Chad Wilsky: 50

Provided detailed and aggressive 12-month design schedule including programming. Willing to commit to LD's if design schedule is not met.

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

Nick Brow: 47

(6) Examples shared for project experience, all of which match this solicitation's criteria. In-depth analysis of site conditions.

Anthony Maddox: 48

Over 6 governmental project examples given with similar credentials.

Kristian Swenson: 50

Great experience

Chad Wilsky: 50

Provided specific examples similar in scope to the County's project. Detailed approach communicated on approach/ cost saving measures/ building functionality and site utilization. Best understanding of significance of the new county administration building and interaction with the community.

The S/L/A/M Collaborative, Inc.

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

Nick Brow: 40

Utilization of proposed staff is satisfactory. Programming approach is through online surveys and AI supported programming software. 14.5-month programming/design schedule shown. Main "Point of Contact" did not attend presentation.

Anthony Maddox: 30

Local to the Orlando area. Other team members are in CT, but part of the same firm.

Kristian Swenson: 20

Missing the team member who was to be the point of contact from the presentation. The schedule was too slow.

Chad Wilsky: 35

Programming and design schedule lengthy.

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

Nick Brow: 40

(5) Examples shared for project experience, all of which match this solicitation's criteria.

Anthony Maddox: 30

Good municipal experience.

Kristian Swenson: 40

Project experience was okay but not as good as others

Chad Wilsky: 35

Shared some examples of similar project experience but did not seem to have an in-depth understanding or familiarity of the County's project as the other presenters.

ARCHITECTURAL AND ENGINEERING SERVICES FOR SEMINOLE COUNTY ADMINISTRATION BUILDING PS-6549-25/RTB

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

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide Architectural and Engineering services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those 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 CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed) Work Order amount, and in no event may the Work Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of five (5) years and, at the sole option of COUNTY, 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 Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the respective Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is

attached as Exhibit B and made a part of this Agreement. Each Work Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term 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 rendered by CONSULTANT must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the respective Work Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing, attached to and made a part of this Agreement. CONSULTANT will also be required to execute the Truth in Negotiations Certificate, attached to and made a part of this Agreement as Exhibit D.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) 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 _____
_____
Sanford, FL 3277__

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

Section 8. General Terms of Payment and Billing.

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

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT 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 CONSULTANT and COUNTY. Total compensation to CONSULTANT 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 CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) 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. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT 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, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

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

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, 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 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Work Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. 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 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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 16. 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 only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. CONSULTANT shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the

negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

Section 19. Limitation on Individual Liability.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE CONSULTANT'S/SUBCONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Section 20. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT 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, CONSULTANT 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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 CONSULTANT will relieve CONSULTANT 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 CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT 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 CONSULTANT 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) CONSULTANT'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. CONSULTANT 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 CONSULTANT 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) CONSULTANT'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) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT 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) CONSULTANT's insurance must cover CONSULTANT 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 CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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

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

Section 21. 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, CONSULTANT 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 CONSULTANT 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 22. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY 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, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 23. All Prior Agreements Superseded. This Agreement supersedes 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 Agreement. Accordingly, it is agreed that no deviation from the

terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 24. 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 25. 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 CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 26. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will 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 27. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 28. Public Records Law.

(a) CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT'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) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT 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) CONSULTANT 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) CONSULTANT 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, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(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 CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT 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 EAST 2ND, SANFORD, FL 32771.**

Section 29. 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 30. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT 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 CONSULTANT.

Section 31. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, 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 CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT 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 CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 32. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice 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 Fleet and Facilities Department
205 W. County Home Rd

Sanford, FL 32773

With a copy to:

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

For CONSULTANT:

_____
_____
_____

Section 33. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 34. 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 35. E-Verify System Registration.

(a) CONSULTANT 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 CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT 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 CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT 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 CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

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

[Balance of this page intentionally blank; signature page continues on Page 25.]

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

ATTEST: _____

_____ By:_____
Witness , President

[CORPORATE SEAL] Date:_____

SEMINOLE COUNTY, FLORIDA

_____ By:_____
Witness ROBERT BRADLEY,
Purchasing and Contracts Division Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

7/11/24
T:\Users\Legal Secretary CSB\Forms-Purchasing\Consultant Work Order (CCNA).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order
Exhibit C – Contract Pricing
Exhibit D - Truth in Negotiations Certificate
Exhibit E - Affidavit of E-Verify Requirements Compliance

Architectural and Engineering Services for County Administration Building

1. BACKGROUND

Seminole County Board of County Commissioners (OWNER) is seeking a consultant to provide architectural and engineering services for the development of a new multi-story office administration building with a potential integral parking garage (PROJECT) on 7+/- acres of OWNER property located at 4300 N US 17, in Sanford, at Seminole County Five Points Complex. The identified site is defined by the existing roadways of N US 17, County Home Road, Eslinger Way, and Senator Lane, this area is ready for development with minor demolition services required.

The A/E shall provide architectural, engineering, and construction administration services for the project. Services shall include the development of a complete set of construction documents, including architectural, structural, mechanical, plumbing, fire alarm, fire sprinkler, and electrical drawings; site plan; project specifications; and all other documents needed to obtain the required construction permits for the project.

A construction management company will be procured by the OWNER to support the A/E by providing both preconstruction and construction services. The performance of these services will be under the Construction Manager-at-Risk delivery method by a Construction Manager (CONSTRUCTION MANAGER). The CONSTRUCTION MANAGER is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project. At the OWNERS's option, a third-party Owner's Representative may be procured to assist with overall project facilitation.

The OWNER will select the A/E in accordance with the provisions of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. Authorization for performance of professional services by the A/E under this continuing contract will be in the form of written Work Order(s) issued and executed by the OWNER and signed by the A/E. The OWNER makes no covenant or promise as to the number of available projects or that the A/E will perform any project for the OWNER during the life of this continuing contract. Each Work Order must include the professional services to be performed, deliverables, completion time, dollar amount and all necessary information and documents for the work authorization.

2. PROJECT SCOPE

2.1. The PROJECT will be designed and built to be functional, attractive, cost-efficient, and flexible. Strategies for future growth within the established footprint of the new building will be developed during the concept phase. Site development will include minor roadway improvements, parking lot modifications, utility services, plus connections to an existing underground chilled water loop. The PROJECT shall provide consideration for planned development at Five Points Complex, this includes but not limited to identifying all existing infrastructure, facilitating connections for new work, and expansion of the system. The inclusion of necessary site improvements, new structures, or warehouse building renovations not directly named under this project scope may extend beyond the defined 7+/- acre property area, to support the successful development of the overall project. All drawings shall comply with all agencies and building codes, standards, and requirements while

producing construction documents and respond to any permitting agency or governing authority requirements.

2.1.1. The A/E shall submit drawings and documents to the OWNER for review in three design phases: thirty (30) percent, sixty (60) percent, and ninety (90) percent before producing the final signed and sealed set for permitting. Revisions to concept drawings requested by the OWNER and additional drawings or documents called for by any governing agency are part of the contracted scope and shall not be considered extra work.

2.1.2. Thirty (30) percent documents consist of a preliminary design that shall include architectural drawings produced to show a functional design floor plan and site layout, new structure location and layout, and site utilization. A preliminary construction cost estimate, including "hard costs" and soft costs," shall be prepared by the CONSTRUCTION MANAGER using the thirty (30) percent documents issued by the A/E.

2.1.3. Sixty (60) percent documents will include a set of mechanical, electrical, and plumbing drawings (MEPs); plus substantially complete specifications manual. The A/E will support the CONSTRUCTION MANAGER with the preliminary construction schedule, value engineering, and exhibits to update the cost estimate.

2.1.4. Ninety (90) percent documents will include all drawings, including MEPs, civil, fire, structural, and all engineering calculations; a complete set of specifications; and a project manual for OWNER review. The CONSTRUCTION MANAGER will be responsible for a final cost estimate incorporating all changes, and a complete project schedule.

2.1.5. One hundred (100) percent documents include the complete set of drawings, specifications, manual, and bid narrative.

2.2. The A/E shall consider the OWNER's input throughout the design process, produce a critical assessment, and facilitate planning worksessions with the OWNER and Stakeholders. A project manager designated by the OWNER will be the single point of contact between the OWNER, CONSTRUCTION MANAGER, Stakeholders, and A/E. The A/E is required to work within a collaborative environment during the design and production of documents. In addition to the scheduled milestones the A/E shall provide supporting documents as requested to convey design intent by means of sketches, in-house renderings, or three-dimensional walkthroughs of computer modeled components.

2.3. Design phase work product and evaluation will follow American Institute of Architects (AIA) design standards, industry accepted best practices and project specific requirements. Each submittal will be followed by a meeting(s) to review with the Stakeholders to obtain comments. The A/E is responsible for addressing all comments provided by the reviews through a matrix developed and managed by the A/E for tracking comments. This process will inform project signoff from each Stakeholder and must be completed before advancing to the next design phase.

2.4. The A/E will organize, manage, and facilitate all project meetings as needed, and at the request of the OWNER. A physical space shall be allocated for project meetings at the A/E's office with supporting conferencing technology. Virtual conferencing services shall be

provided at no additional cost to the OWNER to allow for remote participation. Meeting minutes are to be prepared following each session and issued to all participants for project record.

2.5. The A/E is responsible for coordinating all utility connections to facilitate the project. The A/E will identify the existing utility infrastructure, prepare signed/sealed sketches and legal descriptions to secure all required easements on the site. It is the responsibility of the A/E to coordinate with the utility service providers to connect to the appropriate utility facilities such as utility lines, structures, and equipment to both the site and building.

3. CONSTRUCTION ADMINISTRATION

The A/E will provide construction administration services to the OWNER during pre-construction, the buy-out process, and construction, until final acceptance and project turnover. Services must include participation in value engineering recommendations by the CONSTRUCTION MANAGER; field visits; reviewing cost estimates; response to requests for information; revising drawings and specifications as needed; evaluation of proposals from OWNER's vendors; review and approval of submittals, pay applications, change orders, and recommendations for substitution; monitoring progress; and participating in regular construction progress meetings throughout the life of the project.

4. QUALITIY ASSURANCE

The A/E will periodically provide the OWNER with field inspection reports and ensure that all materials and equipment used and installed are new, unused, and in compliance with all codes and regulations of any governing body. They shall also perform a Substantial Completion punch inspection with the OWNER and subcontracted engineering representatives. After Substantial Completion is achieved, a final acceptance walk is to take place with the A/E, OWNER, and CONSTRUCTION MANAGER to address any outstanding punch items and produce a Final Completion document accepting the work.

5. PROJECT TURNOVER

The A/E shall produce a final set of record drawings in collaboration with the CONSTRUCTION MANAGER showing any changes or deviations from the signed and sealed documents from the information gathered throughout the project's life.

The A/E will produce a "warranty book" with all approved submittals showing materials, equipment, and technical specifications to the OWNER for record-keeping. A "closeout book" with all RFI's, pay applications, change orders, inspection reports, substantial completion punch list, signed-off punch list, and final acceptance document shall be turned over to the OWNER upon completion. A post construction walk shall be coordinated with the CONSTRUCTION MANAGER eleven (11) months after Substantial Completion has been established to close out the general warranty period.

[*The remainder of this page intentionally left blank*]

CONSULTING MSA WORK ORDER#_____
Seminole County, Florida
Board of County Commissioners

Master Agreement No._____ Dated: _____

Master Agreement Title:_____

Project Title: _____

Consultant: _____
Address: _____
_____

ATTACHMENTS TO THIS WORK ORDER:

[ ] EXHIBIT A – Proposal/Scope of Services
[ ] EXHIBIT B –Fee Schedule
[ ] EXHIBIT C – Supplemental Conditions
[ ] EXHIBIT D _____

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order, and shall complete all Work within (__) **calendar days** of the Effective Date shown below. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant (a fixed fee of / an amount not-to-exceed) $_____ _____ for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this _____ day of _____, 20___, which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date:_____

Printed Name: _____

Title: _____
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

OC #: _____ OM #: _____

CONSULTANT:

By: _____
Signature – Consultant Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

SAMPLE

EXHIBIT “C”

CONTRACT PRICING

EXHIBIT "D"

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of _____ are accurate, complete, and current as of _____(Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:_____

Signature:_____

Name:_____

Title:_____

Date of execution***:_____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

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

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this _____ day of _____, 20___, by _____ (Full Name of Affiant).

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

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

File Number: 2025-927

Title:

Approve the ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement and Work Order #1 for Pre-Construction Services under PS-6548-25/RTB - Construction Manager at Risk (CMAR) for the Seminole County Administration Building. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Fleet and Facilities Department

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Robert Bradley/407-665-7111

Background:

The County is undertaking the design and construction of a new County Administration Building to meet the long-term operational needs of its departments and improve service delivery to the public. Due to the size and complexity of the project, the County elected to use the Construction Manager at Risk (CMAR) delivery method. This approach promotes early collaboration with the design team, provides opportunities for cost-saving strategies, and allows for a more controlled project schedule and budget.

The Purchasing and Contracts Division, in accordance with applicable procurement laws and procedures, issued a Request for Proposals (RFP) PS-6548-25/RTB for Construction Manager at Risk (CMAR) services for the Seminole County Administration Building on April 21, 2025.

The County received four (4) responses listed alphabetically below:

- Ajax Building Corporation
- Charles Perry Partners, Inc.
- Persons Services Corp.
- Wharton-Smith, Inc.

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

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

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

1. Charles Perry Partners, Inc.
2. Ajax Building Corporation
3. Wharton-Smith, Inc.

Following successful negotiation of the Guaranteed Maximum Price (GMP), staff will return to the Board at a later date to seek approval of the GMP and authorization for the County Manager to execute Work Order No. 2 for Construction Services.

Requested Action:

Staff requests that the Board approve ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement and Work Order #1 for Pre-Construction Services under PS-6548-25/RTB - Construction Manager at Risk (CMAR) for the Seminole County Administration Building.

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

TABULATION SHEET

PS No. PS-6548-25/RTB

Construction Manager at Risk (CMAR) Services for the Seminole County Administration Building

RESPONSE DEADLINE: June 4, 2025 at 2:00 pm

Monday, October 6, 2025

PROPOSALS RECEIVED

Vendor	Contact Info
Ajax Building Company, LLC	Kasey Diehl - kasey.diehl@ajaxbuilding.com
Charles Perry Partners, Inc.	CPPI Team - marcom@cppi.com (352) 333-9292
Persons Services Corp.	Olga Cala - olga@personsservices.com (954) 616-5106
Wharton-Smith, Inc.	Becky Titus btitus@whartonsmith.com

Tabulated and Posted: Wednesday, June 4, 2025 at 4:30PM EST by Robert Bradley, Purchasing Manager

Evaluation Committee Meeting: Monday, June 30, 2025 at 10AM at 1101 E. First Street, Sanford, FL 32771 room 3024. The shortlist will be determined by the total average ranking of the firms after evaluations. Updated and posted Thursday, June 26, 2025 at 8:00AM EST.

Presentations and Interviews: Monday, October 6, 2025 at 8:30 AM EST) in County Manager's Conference Room 3024 at 1101 East First Street, Sanford, FL 32771, listed alphabetically:

1. Ajax Building Company
2. Charles Perry Partners
3. Wharton Smith

Final Ranking and Consensus Meeting: Monday, October 6, 2025 at 4pm in County Manager's Conference Room 3024 at 1101 East First Street, Sanford, FL 32771

EXECUTIVE SUMMARY
PS No. PS-6548-25/RTB
Construction Manager at Risk (CMAR) Services for the Seminole County Administration Building

BCC Meeting: October 28, 2025 – Request to approve ranking and authorize staff to negotiate rates with the top-ranked firm in accordance with Florida Statutes. 287.055 CCNA (Updated and Posted, Monday, October 6, 2025 at 4:30PM EST):

1. Charles Perry Partners, Inc.
2. Ajax Building Partners
3. Wharton Smith, Inc.

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

EVALUATION TABULATION

PS No. PS-6548-25/RTB

Construction Manager at Risk (CMAR) Services for the Seminole County Administration Building

RESPONSE DEADLINE: June 4, 2025 at 2:00 pm

Report Generated: Monday, June 30, 2025

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Charles Perry Partners, Inc.	95 (1)	90 (1)	100 (1)	99 (1.5)	**96**	**1.13**
Wharton-Smith, Inc.	88 (3)	85 (2.5)	98 (2)	99 (1.5)	**92.5**	**2.25**
Ajax Building Company, LLC	90 (2)	85 (2.5)	94 (3)	95 (3)	**91**	**2.63**
Persons Services Corp.	57 (4)	67 (4)	84 (4)	57 (4)	**66.25**	**4**

Shortlist for presentations and interviews is based on total average ranking of each firm after evaluation scoring. We approve the above stated ranking and recommend the top three (3) firms for presentations and interviews.

Nick Brow

Anthony Maddox

Kristian Swenson

Chad Wilsky

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

PRESENTATION TABULATION/RANKING

PS No. PS-6548-25/RTB

Construction Manager at Risk (CMAR) Services for the Seminole County Administration Building

RESPONSE DEADLINE: June 4, 2025 at 2:00 pm

Report Generated: Monday, October 6, 2025

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Charles Perry Partners, Inc.	98 (1)	90 (1)	100	100 (1)	**97**	**1**
Ajax Building Company, LLC	90 (2)	80 (2)	80	90 (2)	**85**	**2**
Wharton-Smith, Inc.	80 (3)	70 (3)	60	75 (3)	**71.25**	**3**

Final Ranking is based on total average ranking of each firm after presentations. The Evaluation Committee approves the above stated ranking and recommend award to the top-ranked firm: 1. Charles Perry Partners, Inc. 2. Ajax Building Company, LLC, 3. Wharton-Smith, Inc.

Nick Brow

Anthony Maddox

Kristian Swenson

Chad Wilsky

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

EVALUATION TABULATION

PS No. PS-6548-25/RTB

Construction Manager at Risk (CMAR) Services for the Seminole County Administration Building

RESPONSE DEADLINE: June 4, 2025 at 2:00 pm

Report Generated: Monday, October 6, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Nick Brow	Construction Manager	Jun 13, 2025 7:26 AM
Anthony Maddox	Division Manager Facilities	Jun 5, 2025 7:07 AM
Kristian Swenson	Assistant County Manager	Jun 30, 2025 9:22 AM
Chad Wilsky	Fleet and Facilities Director	Jun 9, 2025 10:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualification and Experience	Points Based	50 *(50% of Total)*

Description:

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

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

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

C. Schedule: Provide a detailed schedule for both programming and design phase of the project. The measure of time shall be in weeks, hold four (4) weeks between each milestone deliverable for Stakeholder review; additional time for pricing will need to be evaluated.

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

Description:

A. Highlight projects which align with a new administrative headquarters/office building with an integrated parking structure (if available). List the following criteria for each project:

- Total square footage
- Construction cost
- Design and Construction Schedule
  - Required: Original Final Completion vs. Actual Final Completion Date
- Photographs (interior and exterior)
- Key Personnel assigned to project

Share examples of challenges and measures to overcome, and the resulting lessons learned created from this outcome

B. Share a list of projects with unique challenges, respond to the following categories:

- Liquidated Damages: Include both assessed and/or resolved
- Contract Claims
- Litigation
- Surety Involvement
- Jobsite Injury Claims
- If asked, projects which would receive a poor satisfaction rating from the owner.

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Charles Perry Partners, Inc.	98 (1)	90 (1)	100	100 (1)	97	1
Ajax Building Company, LLC	90 (2)	80 (2)	80	90 (2)	85	2
Wharton-Smith, Inc.	80 (3)	70 (3)	60	75 (3)	71.25	3
Persons Services Corp. Excluded	0 (4)	0 (4)	0 (1)	0 (4)	0	3.25

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualification and Experience Points Based 50 Points (50%)	Similar Project Experience Points Based 50 Points (50%)	Total Score (Max Score 100)
Charles Perry Partners, Inc.	48.3	48.8	97
Ajax Building Company, LLC	42.5	42.5	85
Wharton-Smith, Inc.	36.3	35	71.25
Persons Services Corp. Excluded	0	0	0

INDIVIDUAL PROPOSAL SCORES

Ajax Building Company, LLC

Qualification and Experience | Points Based | 50 Points (50%)

Nick Brow: 45

Team is actively performing on another project together. Good use of "Join" software during preconstruction. 24-month schedule shown.

Anthony Maddox: 40

Experienced construction team with great experience in public sector commercial construction.

Kristian Swenson: 40

Overall good presentation. Good explanation of how the team would be available for the project. Concerns exist that the timeline could be impacted due to contract review and potential modifications.

Chad Wilsky: 45

Provided utilization ratio of proposed team. Sr Project Manager not listed as part of preconstruction services or GMP. Needed to provide more time for questions during presentation.

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

Nick Brow: 45

Excellent project experience closely matching this project.

Anthony Maddox: 40

Similar projects identified, clarity on litigation needed.

Kristian Swenson: 40

Good experience displayed

Chad Wilsky: 45

Proposed construction team worked on Sarasota County Admin building. Experienced with similar project scope. Thorough presentation.

Charles Perry Partners, Inc.

Qualification and Experience | Points Based | 50 Points (50%)

Nick Brow: 48

Team is available with dedicated staff on-site. 16-22 month schedule shown.

Anthony Maddox: 45

Good team with public sector commercial construction experience, local to Seminole County.

Kristian Swenson: 50

Excellent team and guarantee of the assignment.

Chad Wilsky: 50

Staff utilization ratio provided and explained in detail.

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

Nick Brow: 50

Team provided closely related experience with great lessons learned to be applied to our project. Heavy investigation of this project's background and site logistics.

Anthony Maddox: 45

Similar projects demonstrated with open transparency to litigations and contract claims.

Kristian Swenson: 50

Excellent experience. Forthright about other project issues and the correction of them. Excellent examples of how to build our project.

Chad Wilsky: 50

Very seasoned and experienced project management and superintendent construction team. Provided relevant and similar project experience as a firm and team. Provided 16-22 month construction schedule based on four different construction options. Detailed and thorough presentation.

Wharton-Smith, Inc.

Qualification and Experience | Points Based | 50 Points (50%)

Nick Brow: 40

Team is qualified with availability for specific dates of the project. Good preconstruction methodology. 24-month schedule shown.

Anthony Maddox: 35

Clarity is needed on the project team's experience in public sector commercial construction and the project team's availability.

Kristian Swenson: 30

Team is very casual about the availability and guarantee.

Chad Wilsky: 40

Questions regarding true availability of proposed team for project.

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

Nick Brow: 40

Experience is satisfactory.

Anthony Maddox: 35

Similar projects demonstrated, however, clarity is needed regarding settled litigations and lessons learned.

Kristian Swenson: 30

The presentation lacked the depth of others in details and experience.

Chad Wilsky: 35

Not as detailed as the other proposers. Based on what was presented, proposed team was not as strong as other proposers.

Persons Services Corp.
(Excluded)

Qualification and Experience | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

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

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Nick Brow	Construction Manager	Jun 13, 2025 7:26 AM
Anthony Maddox	Division Manager Facilities	Jun 5, 2025 7:07 AM
Kristian Swenson	Assistant County Manager	Jun 30, 2025 9:22 AM
Chad Wilsky	Fleet and Facilities Director	Jun 9, 2025 10:20 AM

EVALUATION CRITERIA

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

Description:

- Provide qualifications and experience for staff proposed for this project, such as licenses and/or certifications. Resumes of key individuals may be included to demonstrate the skills necessary to complete this project.

- Identify and provide qualifications and experience of sub-consultants, relevant to this project. It is preferred for the sub-consultant to have worked with the prime consultant on previous projects and demonstrated their ability to be part of the design team.
- Provide an Organizational Chart depicting the team for this project to include roles and responsibilities in relation to the scope of this project. The organizational chart should include the location of each staff member that is proposed.

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

Description:

- Provide a list of similar projects, for which services have been successfully completed within the past five [5] years which most closely match the scope of work within this project. List must include a brief description of the project, contact person, address, telephone number, e-mail addresses. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.
- Provide a maximum of four [4] verifiable references for similar services provided within the last five [5] years on the form provided in Part 3 of the solicitation package. The contact person(s) listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact person(s) must have been informed that they are being used as a reference and that the County may be calling them on a valid phone number as provided. More than one [1] person can be listed, but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee design or construction oversight services performed by the prime Consultant. Consultants or Contractors who provided services under project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

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

Description:

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

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

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

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Charles Perry Partners, Inc.	95 (1)	90 (1)	100 (1)	99 (1.5)	**96**	**1.13**
Wharton-Smith, Inc.	88 (3)	85 (2.5)	98 (2)	99 (1.5)	**92.5**	**2.25**
Ajax Building Company, LLC	90 (2)	85 (2.5)	94 (3)	95 (3)	**91**	**2.63**

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Persons Services Corp.	57 (4)	67 (4)	84 (4)	57 (4)	66.25	4

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications of Proposed Team Points Based 30 Points (30%)	Similar Work Experience Points Based 30 Points (30%)	Cost Analysis and Value Analysis Points Based 35 Points (35%)	Location of the Firm Points Based 5 Points (5%)	Total Score (Max Score 100)
Charles Perry Partners, Inc.	28.8	28.8	33.5	5	96
Wharton-Smith, Inc.	29.5	26.3	31.8	5	92.5
Ajax Building Company, LLC	26.3	27	32.8	5	91
Persons Services Corp.	20.8	19	24.5	2	66.25

INDIVIDUAL PROPOSAL SCORES

Ajax Building Company, LLC

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

Nick Brow: 25

Team is well qualified. Organizational Chart is satisfactory. Team is working out of several offices.

Anthony Maddox: 20

Personnel have diverse experience in commercial construction. Years of experience not provided.

Kristian Swenson: 30

Team seems qualified

Chad Wilsky: 30

Qualified team. Construction of Sarasota County admin building

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

Nick Brow: 30

Excellent experience closely aligned to project. Includes both government offices and parking garages. 90% of work is focused on public entities.

Anthony Maddox: 25

Ajax has diverse experience in the public sector and office settings.

Kristian Swenson: 25

Most applicable experience was still "coming soon"

Chad Wilsky: 28

Provided similar project experience. One of four references was for a project to be completed

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

Nick Brow: 30

Good value reflected in approach to cost analysis.

Anthony Maddox: 35

Preconstruction, Life Cycle Analysis, System Cost Analysis, construction cost control, and total cost control.

Kristian Swenson: 34

Process seemed fine but examples were small value

Chad Wilsky: 32

Provided outline for cost analysis and examples of value analysis

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

Nick Brow: 5

Lake Mary, FL

Anthony Maddox: 5

Lake Mary, FL

Kristian Swenson: 5

Lake Mary, FL

Chad Wilsky: 5

Lake Mary, FL

Charles Perry Partners, Inc.

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

Nick Brow: 30

Team is well qualified. Organizational Chart is satisfactory. All project team members working out of local office.

Anthony Maddox: 25

Personnel have diverse experience in commercial construction. Staff have a minimum of 20 years of experience.

Kristian Swenson: 30

Great Team

Chad Wilsky: 30

Qualified team

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

Nick Brow: 25

Experience closely aligned to project. Includes both healthcare and headquarter offices with parking garages.

Anthony Maddox: 30

Ajax has diverse experience in the public sector and office settings, with over 20 municipal office/parking facilities erected.

Kristian Swenson: 30

Good similar projects

Chad Wilsky: 30

Several examples of similar work experience provided

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

Nick Brow: 35

Great value reflected in approach to cost analysis.

Anthony Maddox: 30

Preconstruction and construction cost control

Kristian Swenson: 35

Good examples and not just small ones

Chad Wilsky: 34

Provided detailed approach for cost analysis and examples of value analysis

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

Nick Brow: 5

Oviedo, FL

Anthony Maddox: 5

Oviedo, FL

Kristian Swenson: 5

Oviedo, FL

Chad Wilsky: 5

Oviedo, FL

Persons Services Corp.

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

Nick Brow: 20

Team is qualified. Organizational Chart is satisfactory. Team is working out of Ft Lauderdale office. Exceeds page count.

Anthony Maddox: 20

Personnel have diverse experience in commercial construction. Staff have a minimum of 15 years of experience.

Kristian Swenson: 23

Team seems qualified but all far away

Chad Wilsky: 20

Project manager and superintendent not in central Florida area. Limited proposed team. Proposed team's qualification do not align with project

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

Nick Brow: 15

Experience does not align to project.

Anthony Maddox: 20

Diverse university office space; however, no municipal administration building experience shown.

Kristian Swenson: 26

Experience seems fine but far all away.

Chad Wilsky: 15

Limited similar project experience provided and overall does not align with project

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

Nick Brow: 20

Approach to cost analysis provided.

Anthony Maddox: 25

Best value delivery approach

Kristian Swenson: 33

Description seems brief

Chad Wilsky: 20

Limited detailed information provided

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

Nick Brow: 2

Ft. Lauderdale, FL

Anthony Maddox: 2

Ft. Lauderdale, FL

Kristian Swenson: 2

Ft. Lauderdale, FL

Chad Wilsky: 2

Ft. Lauderdale, FL

Wharton-Smith, Inc.

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

Nick Brow: 28

Team is well qualified. Organizational Chart is satisfactory. All project team members working out of local office. Staff utilization overlaps with current Seminole County CJC Renovation.

Anthony Maddox: 30

Personnel have diverse experience in commercial construction. Staff have a minimum of 20 years of experience, with familiarity with the Seminole County process.

Kristian Swenson: 30

Great Team

Chad Wilsky: 30

Qualified team

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

Nick Brow: 20

Experience is satisfactory. Includes government office and parking garage.

Anthony Maddox: 25

Wharton has diverse experience in the public sector and office settings with specific experience in admin buildings.

Kristian Swenson: 30

Good experience

Chad Wilsky: 30

Several examples of similar work experience provided

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

Nick Brow: 35

Great value reflected in approach to cost analysis.

Anthony Maddox: 25

Preconstruction, value engineering, total cost of ownership, and construction cost control.

Kristian Swenson: 33

Described process, did not give many detailed examples

Chad Wilsky: 34

Provided detailed approach for cost analysis and examples of value analysis

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

CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT FOR DESIGN AND CONSTRUCTION OF THE SEMINOLE COUNTY ADMINISTRATION BUILDING

(PS-6548-25/RTB).

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CONSTRUCTION MANAGER AT-RISK (CMAR) AGREEMENT FOR DESIGN AND CONSTRUCTION OF SEMINOLE COUNTY CRIMINAL JUSTICE CENTER RENOVATION AND FIVE POINTS BUILDING SYSTEM IMPROVEMENTS (PS-5968-24/RTB)

CHAPTER 1
INTRODUCTION AND PROJECT OVERVIEW

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

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

OWNER/PROJECT MANAGER:
Representative:
Address:
City, State, Zip:
Telephone:
Email

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

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

The Project shall be identified as:

PROJECT TITLE: Construction Management At-Risk Services for Design and Construction of Seminole County Administrative Building
PROJECT LOCATION: Seminole County
PROJECT ID NUMBER: PS-6548-25/RTB

RECITALS

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

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

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

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

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

PROJECT DESCRIPTION/OVERVIEW

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

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

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

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

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

ARTICLE 1
CONTRACT DOCUMENTS

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

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

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

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

Appendices

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

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

Approved Change Order(s) or field orders.

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

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

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

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

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

□ Furnish the CONSTRUCTION MANAGER with electronically formatted Construction Documents

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

ARTICLE 2
NOTICES

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

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

For OWNER:

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

With a copy to:

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

For CONSTRUCTION MANAGER:

_____
_____
_____

For PROFESSIONAL:

_____
_____
_____

2.3. Either party may change the addresses or persons for receipt of notices by written notice.

ARTICLE 3
SCOPE OF CONSTRUCTION MANAGER'S SERVICES

3.1. **General Scope of Services**. Upon execution of this Agreement, the CONSTRUCTION MANAGER shall commence the performance of Pre-Construction Phase Services ("Execution Date"), and upon execution of **Appendix "I,"** Authorization for Services, the CONSTRUCTION MANAGER shall commence the Construction Phase and/or Renovation Services, in accordance with the scheduled start date provided in Appendix I and the subsequent Notice to Proceed. The Parties acknowledge that (i) the OWNER, in its sole discretion, may determine that it shall not proceed with the Construction Phase; (ii) performance of the Pre-Construction Phase Services may overlap performance of the Construction Phase Services; (iii) categories of Work performed during the Construction Phase may be performed in separate phases; and (iv) payment of the CONSTRUCTION MANAGER for Pre-Construction Services shall be separate from payment, if any, for Construction Services.

3.1.1. **Scope of Pre-Construction Services**. The CONSTRUCTION MANAGER shall furnish and pay for out of the Pre-Construction Services Fee, all Pre-Construction Services required by this Agreement. All such services are hereinafter referred to "Pre-Construction Services" or "the Pre-Construction Phase."

3.1.2. **Scope of Construction Services**. Upon execution of Appendix I, Authorization for Construction, the CONSTRUCTION MANAGER shall furnish and pay for out of the Construction Price all Construction Services required by this Agreement. All such services shall hereinafter be referred to as "Construction Services" or "the Construction Phase."

3.2. **Self-Performance by the CONSTRUCTION MANAGER**. *[select as appropriate]*:

□ The CONSTRUCTION MANAGER shall not be allowed to self-perform any category of the Work without prior written approval of the OWNER.

× The CONSTRUCTION MANAGER shall be allowed to bid for subcontract work, and, if it is the lowest acceptable bidder of a minimum of three (3) competing bids, perform those categories of Work which the OWNER agrees, said categories to be incorporated into the Authorization for Construction (**Appendix "I"**).

□ The CONSTRUCTION MANAGER shall be allowed, with the prior written approval of the OWNER, to perform categories of Work for which there is no acceptable bidder or if a subcontractor fails to execute an acceptable contract with the CONSTRUCTION MANAGER.

3.3. **Renewal**. The Construction Management At-Risk Services Agreement with a Guaranteed Maximum Price takes effect on the date of its execution by OWNER and shall remain in effect until completion of the Project, unless terminated earlier in accordance with this Agreement. If additional time is required to complete the Project, the OWNER and the CONSTRUCTION MANAGER may mutually agree to renew the term of this Agreement for two (2) successive periods not to exceed one (1) year each.

3.3.1. **Preconstruction Phase**. The Preconstruction Phase shall begin on the Execution Date and shall continue until all preconstruction services outlined in this Agreement are completed to the satisfaction of OWNER. The estimated duration for the completion of preconstruction services is _____. The CONSTRUCTION MANAGER shall complete all pre-construction services within this estimated duration, unless otherwise agreed in writing by OWNER. In the event the CONSTRUCTION MANAGER fails to complete the preconstruction services within the specified duration, the OWNER reserves the right to terminate this Agreement or to impose penalties as set forth in this Agreement.

3.3.2. **Construction Phase**. Upon the satisfactory completion of the Preconstruction Phase, and upon the execution of **Appendix "I", Authorization for Construction**, the Construction Phase shall continue until Substantial Completion and Final Completion as defined in this Agreement.

3.3.3. **Renewals**. This Agreement takes effect on the date of its execution by the COUNTY, and continues for a period of five (5) years. If additional time is required to complete the Project, the OWNER and the CONSTRUCTION MANAGER may mutually agree to renew the term of this Agreement for two (2) successive periods not to exceed one (1) year each. Such renewals shall be documented in writing and shall specify the new completion date and any other terms and conditions relevant to the renewal. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is an OWNER prerogative and not a right of the CONSTRUCTION MANAGER. This prerogative will be exercised only when such continuation is clearly in the best interest of the OWNER at OWNER's sole discretion. The prices stated herein shall prevail for the full duration of the initial contract term and any optional term subsequently exercised.

ARTICLE 4
COMPENSATION OF CONSTRUCTION MANAGER

4.1. **Compensation for Pre-Construction Phase**. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept, as full and complete payment for the CONSTRUCTION MANAGER's timely and complete performance of Pre-Construction Services, the Pre-Construction Services Fee. The compensation for Pre-Construction Services shall either be based on a lump sum fixed fee or a time and material not-to-exceed basis, as forth in **Appendix "A"**.

4.1.1. **Pre-Construction Service Fee – Payment**. CONSTRUCTION MANAGER shall render to OWNER, at the close of each calendar month, an itemized invoice and OWNER shall make payment as following: [*Select one of the following*]:

× The lump sum fixed Pre-Construction Services Fee shall be paid in accordance with Appendix "A." The lump sum fixed Pre-Construction Services Fee shall be set and paid pursuant to the time schedule in Appendix "C" when executed by the parties.

□ The time and material not to exceed Pre-Construction Services Fee shall be paid in accordance with the labor and material rates set forth in Appendix "C."

□ Other:

4.2. **Guaranteed Maximum Price**. As more particularly described in Chapter 2, Article 2, the CONSTRUCTION MANAGER shall prepare and deliver to the OWNER, with a copy to the PROFESSIONAL, a Guaranteed Maximum Price ("GMP") proposal for which the CONSTRUCTION MANAGER proposes to provide Construction Services [*Select one (1) and complete as appropriate*]:

□ Upon completion of _percent (_____%) of the Construction Documents.
× Sixty (60) calendar days after 100% completion of the Construction Documents for the entire project.
□ No later than_____, 20__ .
□ Other:

If the GMP proposal is accepted by the OWNER, the CONSTRUCTION MANAGER shall execute **Appendix "I", Authorization for Construction**. An executed **Appendix I**, **Authorization for Construction**, and a subsequent Notice to Proceed, shall serve as written notice to the CONSTRUCTION MANAGER establishing the date construction is to commence ("the Commencement Date").

4.3. **Compensation for Construction Phase**. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept, as full and complete payment for Construction Services, the Construction Price as agreed by the parties ("the Construction Price"). The Construction Price shall not exceed the Guaranteed Maximum Price (GMP) agreed by the Parties. Any costs that would result in the Construction Price exceeding the GMP shall be the sole responsibility of the CONSTRUCTION MANAGER, with no obligation on the part of the OWNER to provide additional reimbursement.

4.3.1. **Construction Price – Amount**. The Construction Price shall include, and is limited to, the total of:

(i) Costs of the Work. The Costs of the Work for the Project as defined in Chapter 2, Article 2, Section 2.7.2.1 incorporated herein.

(ii) General Conditions. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept as complete payment for General Conditions, as defined in Chapter 2, Article 2, Section 2.7.2.2. The method of payment, however, shall be set forth in Appendix "I."

(iii) Fixed Management Fee. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept as complete payment for the performance of Construction Management Services, a negotiated fixed fee in the amount of _____ (___%) of the GMP for the Project.

4.3.2. **Construction Price – Payment and Retainage**. Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act, and the terms of this Agreement. CONSTRUCTION MANAGER shall render to OWNER, at the close of each calendar month, an itemized invoice. The

date on which payment is due shall be referred to as the "Payment Date."

4.3.2.1 For Projects with an estimated cost of less than $10 million. The OWNER or its agent shall, pursuant to Section 218.735(7), Florida Statutes, prepare and deliver to the CONSTRUCTION MANAGER a single list of items, including the estimated cost to complete each item, to be rendered complete, satisfactory, and acceptable within thirty (30) calendar days after reaching substantial completion. For projects having an estimated cost of $10 million or more, within thirty (30) calendar days, or, if extended by change order, up to sixty (60) calendar days after reaching substantial completion.

4.3.2.2 Multi-Phased Projects. For projects with multiple phases, the OWNER or its agent must provide for the development of a list of items required to render complete, satisfactory, and acceptable for each building, structure, or phase of the Project within the time limitations stated in subsection 4.3.2.1 above.

4.3.2.3 The final completion date must be at least thirty (30) days after the CONSTRUCTION MANAGER receives the list of items. If the list is not provided within the required timeframe, the final completion date shall be extended by the number of days the OWNER's delivery was delayed.

4.3.2.4 Failure of the CONSTRUCTION MANAGER to include any corrective work or pending items not yet completed on the list developed pursuant to this section does not alter the responsibility of the CONSTRUCTION MANAGER to complete all construction services set forth herein. If a good-faith dispute exists as to whether one or more items have been completed pursuant to this Agreement, the OWNER may continue to withhold an amount not to exceed one hundred fifty percent (150%) of the total costs to complete the remaining items. The CONSTRUCTION MANAGER's project representative shall be required to review these estimates with the OWNER and sign the estimate in agreement.

4.3.2.5 Retainage shall be released as set forth in Section 218.735, Florida Statutes.

4.4. **Billing and Payment: Preconstruction and Construction Services**. CONSTRUCTION MANAGER shall render to Owner, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

(i) The name and address of CONSTRUCTION MANAGER

(ii) Contract Number.

(iii) A complete and accurate time record of services performed by CONSTRUCTION MANAGER for all services performed by CONSTRUCTION MANAGER during that month and for which Owner is billed.

(iv) A description of the services rendered, corresponding to the 1/10 time increment, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity required, it would not be appropriate to list the service performed simple as "research." Instead, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it as reasonable.

(v) Any such information as may be required by this Agreement or requested by OWNER from time to time.

4.4.1. Submittal Instructions for invoices are as follows:

(i) The original invoice must be emailed to:
AP@SeminoleClerk.org

(ii) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

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

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

4.4.2. OWNER shall make payment after OWNER's review and approval and within thirty (30) days of receipt of a proper invoice from CONSTRUCTION MANAGER.

4.5. **Compensation for Change Orders**. Amounts owed by the OWNER to the CONSTRUCTION MANAGER, and the amount of the GMP for Construction Services for the Project established in the executed **Appendix "I," Authorization for Construction**, shall only be adjusted by duly authorized Change Orders.

4.5.1. **Change Order – Increase in Scope or Costs.** For change orders increasing the CONSTRUCTION MANAGER's scope of services or costs, the CONSTRUCTION MANAGER shall be compensated in the amount of the Cost of the Work added by the Change plus the CONSTRUCTION MANAGER's Management Fee in the amount as set forth above.

4.5.2. **Change Order – Decrease in Scope or Cost.** For change orders decreasing the CONSTRUCTION MANAGER's scope of services or costs, the OWNER shall receive a credit in the amount of the Cost of the Work which is decreased by the Change plus a deduction of the CONSTRUCTION MANAGER's Management Fee in the amount as set forth above.

4.5.3. **Change Orders and General Conditions.** For the purposes of Changes to the Work, those items described in Chapter 2, Article 2, Section 2.7.2.2 (General Conditions) shall not be included in the calculation of the increased or decreased Cost of the Work unless the Change directly increases or decreases the cost of a line item therein in a direct and documentable manner and, in that case, only the line item directly increased or decreased shall be included in the calculation. An increase or decrease in the scope of supervisory or staff personnel's responsibility shall not be considered to increase/decrease the cost of line items relating to supervisory or staff personnel.

4.5.4. **Change Orders for Extension of Time.** If the project duration is impacted for excusable delays such as abnormal weather, OWNER delays, etc., CONSTRUCTION MANAGER is entitled to request a change order for consideration within fifteen (15) days of the delay event, for time which shall be the sole remedy. After fifteen (15) days of the delayed event, the CONSTRUCTION MANAGER waives any right to claim. The OWNER shall respond in writing to the CONSTRUCTION MANAGER's claim within fifteen (15) days of receipt, or such longer period as may be mutually agreed, either approving or denying the claim. Any adjustment to the Contract Price or Contract Time resulting from such claim shall be authorized by Change Order.

4.5.5. **Change Order – Disputed.**

(i) If the CONSTRUCTION MANAGER disputes a change order decision pursuant to Chapter 3, Article 9, Section 9.7, it must give the OWNER its written notice of dispute, including the reasons, therefore, within seven (7) calendar days of the disputed decision.

(ii) For change orders directed by a Professional to be performed by the CONSTRUCTION MANAGER on a time-and-materials basis pursuant to Chapter 3, Article 9, Section 9.5.1, the OWNER shall pay the CONSTRUCTION MANAGER the actual reasonable incurred cost and expenses paid to those subcontractors and suppliers performing the Work plus the CONSTRUCTION MANAGER fee.

4.6. **Time is of the Essence**. Both the OWNER and CONSTRUCTION MANAGER acknowledge that time is of the essence in this project. The OWNER requires beneficial occupancy of the building at the conclusion of each phase to sustain normal operations. Failure to achieve timely occupancy will result in additional costs for the OWNER. Hence, the liquidated damages specified in this paragraph are not considered penalties but are designed as a mechanism for the OWNER to cover the additional costs incurred due to any delays. Liquidated Damages. If liquidated damages are assessed pursuant to Chapter 3, Article 17, such damages shall be imposed where the delay to the Substantial or Final Completion date is due to the fault of the CONSTRUCTION MANAGER. For failure to meet Substantial Completion, liquidated damages shall be calculated at the following daily rates: $_____. For failure to meet the Final Completion Date, liquidated damages shall be calculated at $_____.

4.7. **Limitations on OWNER's PROJECT MANAGER**. The OWNER's PROJECT MANAGER is limited in their authority to authorize changes to the Scope of Services. They

may only approve modifications that fall within their specific authorization level, as established during the Agreement's approval process, and in accordance with OWNER's Procurement Policies and Procedures. Any changes that exceed these established limits require prior approval from the Board of County Commissioners. The CONSTRUCTION MANAGER must not rely on any approvals from the PROJECT MANAGER that go beyond these established limits, and any such reliance will be deemed unreasonable. A copy of the Procurement Policies and Procedures will be provided upon request.

ARTICLE 5
SPECIFIC INSURANCE REQUIREMENTS

5.1 **Insurance Requirements.** All insurance obligations under this Agreement, including the types of coverages and minimum limits of liability required, shall be governed by the provisions set forth in Chapter 3, Article 21. The CONSTRUCTION MANAGER shall adhere to the insurance requirements as outlined in that section.

5.2 **CONSTRUCTION MANAGER's Obligations.** The CONSTRUCTION MANAGER shall provide insurance as required by Chapter 3, Article 21, and in accordance with the terms set forth therein. The OWNER will communicate and cooperate with the CONSTRUCTION MANAGER and the CONSTRUCTION MANAGER's insurance broker, as required.

5.2.1 In accordance with Chapter 3, Article 21, the CONSTRUCTION MANAGER shall purchase and maintain at all times that it is performing services under this Agreement from a company or companies authorized to do business in the State of Florida, insurance policies containing the types of coverages and minimum limits of liability as set forth in **Appendix "D"** and **Appendix "E,"** protecting against claims that may arise out of or result from the performance or non-performance of services under this Agreement.

ARTICLE 6
PERSONNEL, SUBCONTRACTOR, SUPPLIER AND CONSULTANT CHARTS

6.1 Pre-Construction Service Team. Attached hereto as **Appendix "F"** is the CONSTRUCTION MANAGER's Personnel Chart for Pre-Construction services, which lists by name, job category, and responsibility, the CONSTRUCTION MANAGER's primary employees who will perform those services.

6.2 Construction Service Team. In addition, during the performance of Pre-Construction Services, the CONSTRUCTION MANAGER shall provide the OWNER with the CONSTRUCTION MANAGER's Personnel Chart for Construction, as described in Chapter 2, Article 2, Section 2.7.5.11.

6.3 OWNER's Approval of Service Teams. The OWNER shall review and approve the personnel chart prior to the commencement of the Work, both for Pre-Construction and Construction. The OWNER reserves the right to request the immediate replacement of any personnel, with or without providing reasons, and the CONSTRUCTION MANAGER shall propose the replacement within 48 hours for the OWNER's review and approval.

With respect to both lists, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

6.4 CONSTRUCTION MANAGER's Subcontractors and Suppliers. During the performance of Pre-Construction Services, the CONSTRUCTION MANAGER shall provide the OWNER with the CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart, as described in Chapter 2, Article 2, Section 2.7.5.10. The Chart shall list by name and general Project responsibility each entity that will be utilized by the CONSTRUCTION MANAGER to provide goods or services with respect to the Project. The CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

6.5 **OWNER's CONSULTANT CHART.** The OWNER shall prepare and attach as **Appendix "G"** to this Contract the OWNER's Consultants Chart which lists by name and general duties each consultant retained by the OWNER to provide services with respect to the Project. The OWNER reserves the right to engage any other consultants which it may deem necessary or desirable, or to replace any Consultant listed thereon.

ARTICLE 7
CONSTRUCTION SCHEDULE, SPECIFIC BOND REQUIREMENTS, PAYMENT SCHEDULE AND QUALITY CONTROL AND TESTING

7.1 **Time for Performance.** OWNER and CONSTRUCTION MANAGER acknowledge that time is of the essence.

7.1.1 **Delivery of Pre-Construction Services.** The CONSTRUCTION MANAGER shall commence delivery of its Pre-Construction Services on an agreed-upon date reflected in the **Appendix "C"** submitted with the Project-specific scope of services and shall deliver such services in a prompt and expeditious manner so as not to delay the OWNER or the Professional(s).

7.1.2 **Commencement of Construction.** As provided by **Appendix "I," Authorization for Construction, and** the Construction schedule incorporated therein, CONSTRUCTION MANAGER shall have an expected date for commencement of the construction activities. Notwithstanding, OWNER will issue a formal Notice to Proceed (NTP), and only upon receipt of the NTP will CONSTRUCTION MANAGER commence its construction services (the "Commencement Date").

7.1.3 **Substantial Completion.** The CONSTRUCTION MANAGER shall accomplish Substantial Completion of the Work of the Project on or before a date to be agreed upon and set forth in **Appendix "I"** and shall prosecute the Work pursuant to the Construction Schedule incorporated therein. In the event that the original substantial completion date specified in the contract cannot be met, the substantial

completion date shall be determined by the issuance of the Certificate of Occupancy (CO) by the building official. This date shall serve as the official substantial completion date, allowing the OWNER to legally take beneficial occupancy of the building.

7.1.4 **Final Completion.** The CONSTRUCTION MANAGER shall achieve Final Completion of the Work of the Project on or before the date established in Chapter 1, Article 4, Section 4.3.2.1 (the "required date of Final Completion") or within 30 days after substantial completion, if any extensions to the contract are executed.

7.2 **Construction Schedule.** The CONSTRUCTION MANAGER shall prepare an estimate of construction time for the Project as part of Pre-Construction Services as described in Chapter 2, Article 2, Section 2.6. The actual Construction Schedule shall be incorporated into the **Authorization for Construction** (**Appendix "I"**).

7.3 **Schedule of Values.** The CONSTRUCTION MANAGER shall prepare a preliminary Schedule of Values for the Construction Work as part of Pre-Construction Services as described in Chapter 2, Article 2, Section 2.7.5.5 with a Project-specific Schedule of Values to be incorporated into the **Authorization for Construction** (**Appendix "I"**).

7.4 **Bond Requirements.**

7.4.1 The CONSTRUCTION MANAGER shall be required to provide payment and performance bonds each having a penal sum equal to the GMP. The amount of the premiums for such bonds shall be included in the estimate of OWNER's Costs provided to the OWNER and the same shall be incorporated into the **Authorization for Construction** (**Appendix "I"**).

Performance and Payment Bonds shall meet all requirements of Section 255.05, Florida Statutes, for public construction bonds. Additionally, upon execution of this Agreement, all original Performance and Payment bonds will be submitted to the OWNER for recording of said bonds. The bonds will be acceptable to the OWNER only if the following conditions are met:

(i) The Surety is licensed to do business in the State of Florida;

(ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

(iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

(iv) The Surety is otherwise in compliance with the Florida Insurance Code;

(v) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. § 9304;

(vi) The Surety shall have the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability **A- to A+**. If the rating of the insurer or surety should fall below this standard, the CONSTRUCTION MANAGER shall cause the policy to be replaced promptly by an acceptable insurer or surety.

(vii) The Payment and Performance Bonds are in the same or substantially and materially identical form to **Appendix "H"**.

If the Surety for any bond furnished by the CONSTRUCTION MANAGER is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, the CONSTRUCTION MANAGER shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the OWNER's approval.

The CONSTRUCTION MANAGER shall use the OWNER's bond forms attached hereto as **Appendix "H"**.

7.4.2 The CONSTRUCTION MANAGER (☐ shall) (☐ shall not) be required to provide a maintenance bond. If so, the penal sum of the bond shall be ($_____).

7.4.3 Payment for bonds shall be as follows: *[Select one (1) as appropriate]*

(i) The cost of required bonds shall be identified in the Schedule of Values and shall be incorporated into the **Authorization for Construction (Appendix "I")**.

(ii) Other_____

7.4.4 Quality Control and Testing *[Select one as appropriate]:*

□ The OWNER shall select the quality control and testing agencies.

□ The CONSTRUCTION MANAGER shall select the quality control and testing agencies.

(Select as appropriate)

□ The cost of specified measures and tests required by the Construction Documents shall not be included in the Guaranteed Maximum Price and shall be paid by the OWNER to the testing company as OWNER's Costs pursuant to Chapter 2, Article 2, Section 2.7.3. CONSTRUCTION MANAGER will not provide threshold inspections.

□ Other.

CHAPTER 2
CONSTRUCTION MANAGER'S REQUIRED SERVICES

ARTICLE 1
GENERAL PROJECT SERVICES

1.1 **Essential Services.** The CONSTRUCTION MANAGER agrees to provide all services required to professionally complete the Work in accordance with the Construction Documents and in an expeditious and economical manner consistent with this Agreement for Construction Management and the best interests of the OWNER.

1.2 **Compliance with Contractual Requirements.** At all times the CONSTRUCTION MANAGER is performing services, it shall comply with the requirements set forth in Chapter 1, Chapter 2, and Chapter 3 of this Agreement for Construction Management.

1.3 **Cooperative Effort.** The CONSTRUCTION MANAGER shall, in consultation with the OWNER, Professional(s), and the subcontractors, endeavor to develop, implement, and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

1.4 **Additional or Modified Required Services.** Additional or modified required services, if any, shall be included Index of Preliminary Plans and Project Specifications, Appendix B, and incorporated herein by reference.

ARTICLE 2
PRE-CONSTRUCTION SERVICES AND DELIVERABLES

2.1. **Project and Program Review and Knowledge.**

2.1.1 CONSTRUCTION MANAGER shall review the Project documents, including plans and specifications at minimum intervals directed by the OWNER, developed and issued by the Professional from time to time and shall possess the knowledge relating thereto necessary for the performance of its services. A written Constructability Review of the documents shall be provided at each phase so the Professional can also provide written responses to each item.

2.1.2 CONSTRUCTION MANAGER shall review the Project Site, including any features or aspects of the Site which may affect the constructability of the Project as designed and shall possess the knowledge relating thereto necessary for the performance of its services.

2.1.3 CONSTRUCTION MANAGER shall review the OWNER's program for the intended use of the Project, including, without limitation, the intended purposes and uses of the facility and each element, and the scope and extent of use of the Project and shall possess the knowledge relating thereto necessary for the performance of its services.

2.2 Project Meetings and Consultation.

2.2.1 The CONSTRUCTION MANAGER shall attend any and all such meetings with representatives of the OWNER, the Professional or others as are reasonably requested by the OWNER throughout the CONSTRUCTION MANAGER's performance of this Contract. At a minimum, the CONSTRUCTION MANAGER shall attend one meeting per week, at such date, time, and place as scheduled by the OWNER during the construction of the Project, upon reasonable notice. Other meetings may be scheduled by upon request of the OWNER.

2.2.2 CONSTRUCTION MANAGER shall regularly consult with the OWNER and the Professional regarding issues relating to the Project and the Project program, including, without limitation:

(i) Site use and improvements;

(ii) The selection of materials, equipment, finishes, and color schedules;

(iii) Construction feasibility and issues relating to the constructability of various designs and alternatives;

(iv) Opinion and recommendations regarding the constructability of the Project documents with regard to life safety requirements, Fair Housing Act requirements and requirements of the Americans with Disabilities Act (ADA), including, without limitation, the CONSTRUCTION MANAGER's recommendations for the means and methods required to construct the Project in accordance with these requirements of the Project documents;

(v) Analysis and recommendations for the Project services and systems, including, without limitation, mechanical, electrical, plumbing, and computer, phone, and cabling systems;

(vi) Time requirements for procurement, installation, and construction completion, with a special emphasis on long-lead time items;

(vii) Strategies for managing competitive bidding for the Project, including generating subcontract and vendor interest in the Project;

(viii) Factors related to construction cost, including estimates of alternative designs or materials; and

(ix) General consultation and written analysis regarding issues relating to the Project and Project program are included in the Consideration described in Chapter 1, Article 4, relating to compensation. In the event OWNER requests a written analysis or a substantial and detailed analysis in relation to the requested consultation, the CONSTRUCTION MANAGER shall request that a change order be issued prior to incurring any time or costs in excess of the compensation described herein.

2.3 Preliminary Design Review.

2.3.1 The CONSTRUCTION MANAGER shall actively and jointly participate with the OWNER and the Professional(s) in the formation of the final Project design.

2.3.2 The Professional is required, in accordance with the schedule requirements, to provide preliminary design drawings. The CONSTRUCTION MANAGER shall promptly and in accordance with the schedule requirements:

(i) Familiarize itself with the preliminary design drawings;

(ii) Analyze and evaluate the constructability of the preliminary design drawings;

(iii) Analyze and evaluate the preliminary design drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction, value engineering, identification of long-lead materials affecting the Construction Schedule, availability of labor and other factors affecting construction; and

(iv) Estimate total project cost formatted by the Construction Specifications Institute (CSI) Master Format.

2.3.3 The CONSTRUCTION MANAGER and the Professional(s) shall jointly schedule and attend both physical and virtual meetings with the OWNER to review and evaluate the preliminary design drawings.

2.3.4 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, notify the designated Professional in writing and assist the Professional(s) with the resolution of all problems, conflicts, defects, or deficiencies identified during the review and evaluation of the preliminary design drawings.

2.3.5 Upon completion of the preliminary design drawings, the CONSTRUCTION MANAGER is required, in accordance with the schedule requirements, to prepare and submit a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems, and prepare a Critical Path Method (CPM) Schedule from Notice to Proceed to Final Completion.

The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, review the preliminary estimate of the Total Project Construction Cost and promptly inform the OWNER and Professional of recommended adjustments, if any.

2.4 Construction Documents Review.

2.4.1 The Professional is required, in accordance with the schedule requirements, to provide Construction Documents and other information.

2.4.2 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, prepare applicable Construction Schedule(s), the estimate of Total

Project Construction Cost, the cost of local utilities, fees for permits and licenses, any modifications necessitated by local conditions, and other information necessary for a full understanding of the Project, and the Construction Documents. The CONSTRUCTION MANAGER shall undertake the following:

(i) Examine the Construction Documents for clarity, adequacy of detail, consistency, accuracy, and completeness;

(ii) Identify all discovered conflicts, omissions or overlaps in the proposed divisions of the Work, evaluate the completeness of intended bid categories, and identify unusual design details affecting construction cost and schedules;

(iii) Apply established value engineering principles and practices to reduce the cost of the Project;

(iv) Identify factors with the potential to impact the Construction Schedule, such as materials with long lead time, the unavailability of required labor, and other factors, and make suggestions for acceptable alternatives;

(v) Evaluate and make suggestions to optimize Site utilization;

(vi) Recommend proposed modifications or alternatives to the Construction Documents based on evaluation and review;

(vii) Notify the OWNER and the Professional(s) in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules, and regulations of which it is aware; and

(viii) Notify the OWNER and the Professional(s) in writing of all problems, conflicts, defects or deficiencies in the Construction Documents of which it is aware.

2.4.3 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, assist the Professional with resolving all problems, conflicts, defects or deficiencies identified during the review and evaluation of the Construction Documents.

2.4.4 Upon completion of the review and examination of the Construction Documents, the Professional is required, in accordance with schedule requirements, to prepare and submit a final estimate of Total Project Construction Cost.

2.4.5 Upon completion of review and examination of the Construction Documents, the CONSTRUCTION MANAGER, in accordance with schedule requirements, shall prepare and submit a final estimate of Total Project Construction Cost.

2.4.6 If the final estimates of Total Project Construction Cost by the CONSTRUCTION MANAGER and the Professional differ materially, the CONSTRUCTION MANAGER and Professional shall meet promptly to reconcile the discrepancies

between their estimates. This will permit submission to the OWNER of a final estimate of Total Project Construction Cost on which both the Professional and the CONSTRUCTION MANAGER agree, or where the parties cannot agree, identify to the OWNER the specific portions that differ.

2.4.7 In performing the Preconstruction Services, the CONSTRUCTION MANAGER is not assuming responsibilities of the Professional(s) for design of the Project. The standard of care for the CONSTRUCTION MANAGER in performing these services is that of an experienced and skilled General Contractor or CONSTRUCTION MANAGER, not that of a licensed engineer or other professional.

2.5 Value Engineering

2.5.1 Throughout the development of the Project documents and contemporaneously with the development of the estimates of Total Project Construction Cost, the CONSTRUCTION MANAGER shall identify elements in the Project documents that are outside of the parameters established by OWNER's Project budget. All elements of the Project shall be considered including, without limitation, structural, mechanical, electrical, plumbing, finish, and exterior elements.

2.5.2 If the CONSTRUCTION MANAGER identifies an element that exceeds the budget for that element or which results in a Total Project Construction Cost in excess of the OWNER's Project budget, the CONSTRUCTION MANAGER shall report each such element to the OWNER. The CONSTRUCTION MANAGER shall thereafter research and identify alternative materials and systems to reduce the cost of each such element. If the alternative materials and systems are unacceptable to the OWNER, the CONSTRUCTION MANAGER shall research and identify other elements in the Project that can be reduced or modified in order to offset the over-budget elements. All value engineering items must have the following: the scope that is deleted from the Design documents; the new scope that is added to the Design; the ripple effects from other trades; and any applicable mark-up impacts.

2.5.3 The CONSTRUCTION MANAGER shall otherwise participate in the "value engineering" of the Project, as that term is commonly understood in the construction industry, including, without limitation, reviewing the Project documents to identify opportunities to reduce the cost of Project elements and to otherwise satisfy OWNER's Project budget without materially modifying OWNER's program for the Project.

2.5.4 The CONSTRUCTION MANAGER shall prepare periodic reports as requested by the OWNER on the value engineering process, in addition to each scheduled project design milestone (30%, 60%, 90%), including, without limitation, an updated Project estimate that incorporates accepted value engineering revisions.

2.5.5 The described process shall be complete upon the OWNER's consideration of all alternative recommended elements arising out of the CONSTRUCTION MANAGER's review of the 90% construction documents.

2.6 Planning and Scheduling.

2.6.1 **Construction Schedule.** The CONSTRUCTION MANAGER understands and acknowledges the OWNER's intent that the Project shall reach Substantial Completion by the designated Date of Substantial Completion and Final Completion by the designated Date of Final Completion. The CONSTRUCTION MANAGER shall prepare and submit the Construction Schedule for the Work in a timely manner for the OWNER's review and approval. The Construction Schedule shall detail the milestones leading to Substantial Completion and Final Completion and shall complement, and shall not conflict with, the Design Schedule.

2.6.2 The CONSTRUCTION MANAGER shall establish and submit in a timely manner for OWNER review:

(i) Project cost control procedures;

(ii) Project reporting procedures;

(iii) Project Manual;

(iv) Quality Management Program;

(v) Staffing Plan for the Construction period; and

(vi) Job Site Safety Plan.

2.6.3 The Construction Schedule shall strictly conform in all respects to the requirements for the Project Schedule set forth in Article 16, Chapter 3. The start date of the Project Schedule shall be consistent with the date upon which the CONSTRUCTION MANAGER anticipates that a Notice to Proceed may reasonably be issued, given the conditions and progress of the development of the Project documents at the time of the issuance of the schedule. The CONSTRUCTION MANAGER shall provide the schedule in hard copy format and as an electronic data file in a format requested by the OWNER.

2.6.4 Sixty (60) days after the delivery of 100% Construction Documents, the CONSTRUCTION MANAGER shall deliver the Project Schedule to the OWNER. This Project Schedule shall be considered the CONSTRUCTION MANAGER's proposed Project Schedule to construct the Project pursuant to the 100% Project documents and shall be attached to and incorporated as **Exhibit "2" to Appendix "I"**.

2.6.5 With the Project Schedule, the CONSTRUCTION MANAGER shall provide a list of the project-specific executive, management team, site supervisors, cost estimators, and scheduling personnel assigned to the Work. The list shall include each person's job description, length of employment with the CONSTRUCTION MANAGER, title(s) held during their employment, and pertinent information for the OWNER's evaluation, such as education, experience, certifications, and

training. This list must be attached to and incorporated as **Exhibit "3" to Appendix "I"**.

2.7 Guaranteed Maximum Price Proposal.

2.7.1 The CONSTRUCTION MANAGER shall develop the Construction Price for the Work ("Construction Price"). Costs shall be allocated consistent with the Guaranteed Maximum Price (GMP). All other costs shall be allocated as provided herein.

2.7.2 The Construction Price shall be equal to the sum of:

2.7.2.1 The Cost of the Work. The Cost of the Work shall be the allowable costs incurred by the CONSTRUCTION MANAGER in performing the Work.

(i) Allowable Costs. Allowable Costs are comprised of:

(a) Subcontractor Costs. Payments made by the CONSTRUCTION MANAGER to Subcontractors per the requirements of the subcontracts.

(b) Costs of Materials and Equipment incorporated into the Completed Construction - Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(c) Costs of General Conditions as defined by Paragraph 2.7.2.2

(ii) Disallowed Costs. Costs which shall not be included as the Cost of the Work will be:

(a) Any Costs not specifically described in Paragraph 2.7.2.1(i), above;

(b) Costs for which the CONSTRUCTION MANAGER is compensated by the Management Fee as described in Paragraph 2.7.2.3 below;

(c) Overhead and general expenses, including, without limitation, home office overhead and expenses (included within Management Fee);

(d) The CONSTRUCTION MANAGER's capital expenses, including interest on the CONSTRUCTION MANAGER's capital employed for the Work (included within Management Fee);

(e) Rental costs of machinery and equipment (included within General Conditions);

(f) Costs due to the negligence of the CONSTRUCTION MANAGER or to the failure of the CONSTRUCTION MANAGER to fulfill a specific responsibility to the OWNER set forth in this Agreement (included within General Conditions)

(g) Costs incurred in the performance of Preconstruction Services;

(h) Costs which would cause the Guaranteed Maximum Price to be exceeded unless otherwise approved by a change order;

(i) Costs associated with all insurance and bonds, including without limitation, performance and payment bonds (included within OWNER's costs, General Conditions or Management Fee);

(j) Costs associated with permits, insurance, and testing (included within OWNER's costs or General Conditions); and

(k) Costs associated with licenses (included within the subcontractors' costs).

2.7.2.2 The General Conditions. General Conditions shall be limited to: security costs, temporary facilities (temporary office, water, heat, power, sanitary facilities, telephones), trash and debris control and removal costs, insurance, bonds, specialty equipment rental, storage fees, and permits. The OWNER has the right to audit the General Conditions to establish that the fee includes the items listed herein.

2.7.2.3 The Management Fee. The CONSTRUCTION MANAGER agrees that the fee which the OWNER must pay the CONSTRUCTION MANAGER for the following described items shall not exceed the percentage of the Cost of the Work as set forth in **Appendix "I"**. However, the OWNER shall, at the OWNER's sole discretion, have the ability to convert this Cost to a fixed sum at the time the Guaranteed Maximum Price Proposal is accepted by the OWNER, which conversion shall be documented on **Appendix "I"**. Further, the OWNER has the right to audit the Management Fee. The Management Fee shall include all costs, including overhead and profit, associated with the construction of the project excluding General Conditions, which will be itemized and documented in the GMP. Items under this provision include:

(i) The CONSTRUCTION MANAGER's provision of management services for the Project pursuant to Articles 1, 3 and 4, Chapter 2

(ii) Direct costs incurred with the exception of those specifically enumerated compensable as General Conditions Cost, Cost of the

Work, cost of self- performed Work, or a Subcontractor or Supplier Cost;

(iii) The cost of the CONSTRUCTION MANAGER's home or branch office employees or consultants not at the Project Site (except as set forth in the GMP Proposal);

(iv) Non-field office (home and branch office) operational expenses such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses;

(v) Data-processing costs indirectly related to the Work, including hardware, software, and CAD costs;

(vi) Cost of all non-project specific insurance (i.e., any insurance for which the GMP Proposal does not provide for payment to the CONSTRUCTION MANAGER for insurance);

(vii) All general operating expenses;

(viii) All capital expenses, including any interest;

(ix) Any costs which would cause the Construction Price to exceed the GMP;

(x) Costs or expenses incurred by the CONSTRUCTION MANAGER, not included in the General Conditions Cost, or Cost of the Work, to provide management services necessary to complete the Project;

(xii) Related taxes and fees on the above items;

(xiii) Reasonable expenses of the CONSTRUCTION MANAGER's personnel incurred while traveling in discharge of duties directly connected with the Work;

(xiv) Expenses incurred in accordance with the CONSTRUCTION MANAGER's standard personnel policy for relocation and temporary living allowances of personnel required for the Work;

(xv) Wages, salaries, bonuses, and incentive compensation, of the CONSTRUCTION MANAGER's supervisory, technical, administrative, and clerical personnel engaged in supervision and management of the Work on or off the Project Site, including all company overhead and expenses;

(xvi) Cost of fringe benefits, contributions, assessments, and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law

and is based on the compensation paid to the CONSTRUCTION MANAGER's employees referred to above; and

(xvii) Construction staff, staffing and all related costs.

2.7.3 OWNER's Costs. The CONSTRUCTION MANAGER shall prepare an itemized estimate of the costs to be incurred by the OWNER, if any, which will be required to be paid by the OWNER for the Substantial Completion of the Work (hereinafter, the "OWNER's Costs"). These costs shall be identified in the GMP as OWNER's Costs and may be paid directly by OWNER or be paid by the CONSTRUCTION MANAGER and billed to OWNER along with a construction management fee. The CONSTRUCTION MANAGER shall itemize each of these categories of costs for the OWNER's review.

2.7.4 Sixty (60) days after the delivery of 100% Construction Documents, the CONSTRUCTION MANAGER shall deliver to the OWNER a Guaranteed Maximum Price (hereinafter "GMP"). The GMP shall be a bound document comprised of an itemized Construction Price for the Project, which by definition shall not include the OWNER's Costs. This Construction Price shall be the CONSTRUCTION MANAGER's proposal to construct the Project pursuant to the 100% Project documents for a Guaranteed Maximum Price. The CONSTRUCTION MANAGER shall not withdraw this Guaranteed Maximum Price Proposal for ninety (90) days following submission to the OWNER.

2.7.5 The CONSTRUCTION MANAGER shall include with the GMP the following items:

2.7.5.1 Cover Sheet including project title and the County project number.

2.7.5.2 Summary sheet of the GMP Proposal, including subcontractor bids, allowances, contingencies, bonds, insurance, conditions, and exclusions. This sheet shall also contain contract time, construction start date, date of substantial completion, date of final completion, critical path schedule, and proposed work hours.

2.7.5.3 Detailed summary of general conditions.

2.7.5.4 A list of allowances and data supporting that its basis is reasonable and consistent with OWNER's program.

2.7.5.5 A detailed itemization of the GMP, including a Schedule of Values for each structure incorporated into the GMP. A Schedule of Unit Prices shall be made available at OWNER's request.

2.7.5.6 A description of any qualifications or assumptions incorporated into the development of the GMP.

2.7.5.7 A statement of the date of Substantial Completion, consistent with the date with provided in the CONSTRUCTION MANAGER's Final Project Schedule as described elsewhere herein.

2.7.5.8 List of all solicited contractors.

2.7.5.9 Subcontractor bid sheets with proposed selected contractors highlighted.

2.7.5.10 A CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart. The CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart shall list by name and general Project responsibility each subcontractor and supplier who will be utilized by the CONSTRUCTION MANAGER to provide goods or services for the Project. Prior to the execution of **Appendix "I"**, the OWNER shall have the right to reject any proposed Subcontractor or Supplier. During the course of the Work, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons for the replacements, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

2.7.5.11 A CONSTRUCTION MANAGER's Personnel Chart for Construction. The CONSTRUCTION MANAGER's Personnel Chart for Construction shall list by name, job category, and responsibility the CONSTRUCTION MANAGER's primary employees who will perform those services. Prior to the execution of **Appendix "I"**, the OWNER shall have the right to reject any proposed employee. During the course of the Work, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons for replacements, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

2.7.5.12 Plans, drawings, and specifications specific to the GMP.

2.7.5.13 Any supporting documentation referenced in the GMP.

2.8. Execution of Appendix "I".

2.8.1 If the GMP proposal is not accepted by the OWNER, the OWNER shall promptly notify the CONSTRUCTION MANAGER in writing. Within fourteen (14) calendar days of such notification, the OWNER, Professional(s), and the CONSTRUCTION MANAGER shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or the GMP. If the parties are unable or unwilling to agree on a negotiated variant, the OWNER shall hire an independent cost estimator to verify the GMP amount. If the independent estimate shows that the GMP should be within five percent (5%) of the project budget, the County may terminate this Contract at no cost, except for paying the General Contractor the required Preconstruction Services Fee. If the independent estimate shows that the GMP exceeds the project budget by more than five percent (5%), then the Professional shall revise the plans to bring the GMP within the project budget.

2.8.2 The OWNER may, at its sole discretion and based upon its sole judgment: (i) accept a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to construct the Project using a party or parties other than the CONSTRUCTION MANAGER.

2.8.3 If the OWNER rejects a GMP proposal within budget, neither party shall have any further obligation pursuant to this Agreement for Construction Management, except the duty to pay for Preconstruction services.

2.8.4 If the OWNER accepts the GMP, the GMP provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.4 above shall be inserted into **Appendix "I"**. The deliverables described in this Article 2 shall be incorporated into **Appendix "I"** as follows:

(i) **Exhibit "1" to Appendix "I"** shall consist of the Drawings, Specifications, and addenda provided by the Professional upon which the CONSTRUCTION MANAGER based the GMP.

(ii) **Exhibit "2" to Appendix "I"** shall consist of the Construction Schedule provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.6 above.

(iii) **Exhibit "3" to Appendix "I"** shall consist of the CONSTRUCTION MANAGER's Construction Project Team provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.11 above.

(iv) **Exhibit "4" to Appendix "I"** shall consist of the Schedule of Values provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.5 above.

(v) **Exhibit "5" to Appendix "I"** shall consist of the Schedule of Unit Prices provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.5 above.

(vi) **Exhibit "6" to Appendix "I"** shall consist of the CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.10 above.

(vii) **Exhibit 7 to Appendix "I"** shall consist of the Qualifications and Assumptions as required by Paragraph 2.7.5.6 above.

(viii) **Exhibit 8 to Appendix "I"** shall consists of the Schedule of Allowances.

2.8.5 If the OWNER accepts the GMP, the CONSTRUCTION MANAGER shall execute **Appendix "I,"** incorporating the deliverables described above. The CONSTRUCTION MANAGER agrees that there is sufficient consideration in the Agreement for the CONSTRUCTION MANAGER's obligation to execute **Appendix "I"** as provided herein.

2.8.6 The OWNER's determination of whether or not to accept the CONSTRUCTION MANAGER's deliverables hereunder and whether or not to execute **Appendix "I"** is at the OWNER's sole, absolute and exclusive discretion. In determining whether to accept the CONSTRUCTION MANAGER's GMP or other terms of **Appendix "I"**, and whether or not to execute **Appendix "I"**, the OWNER may consider any and all criteria, which, in its sole, absolute and exclusive discretion, it undertakes to consider. The deliverables produced pursuant to Article 2 hereof are the property of the OWNER and can be used by the OWNER for any purpose, including, without limitation, incorporation into future bidding or proposal documents for the Project. Any such decisions, including, without limitation, any decision to construct or not construct the proposed Project, to bid or negotiate the Project in any particular manner, to engage or not engage the CONSTRUCTION MANAGER in any capacity with respect to the construction of the Project, shall be at the OWNER's sole, absolute, and exclusive discretion.

2.8.7 The OWNER shall thereafter issue a written notice to the CONSTRUCTION MANAGER ("Notice to Proceed") establishing the date construction is to commence (the "Commencement Date"). The CONSTRUCTION MANAGER shall not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the OWNER.

2.9 Price Guarantees.

2.9.1. Upon execution of **Appendix "I",** the CONSTRUCTION MANAGER guarantees that the Construction Price shall not exceed the GMP, as adjusted hereunder for changes. All costs or expenses that would cause the Construction Price to exceed the GMP shall be borne by the CONSTRUCTION MANAGER unless adjusted by change order. The actual cost of the Work shall be documented by the CONSTRUCTION MANAGER as compared to the agreed-upon Guarantee Maximum Price. This information shall be reported quarterly to the OWNER. Upon completion of the Work, if the total cost of the Work is less than the final GMP (taking into account any adjustments made during the term of the Agreement), the OWNER shall be entitled to 100% of the savings.

2.9.2 Upon execution of **Appendix "I"**, the CONSTRUCTION MANAGER guarantees that the General Conditions Cost shall not exceed the agreed-upon General Conditions amount. Any costs or expenses that would cause the General Conditions Cost to exceed this amount shall be borne by the CONSTRUCTION MANAGER unless adjusted by change order.

2.10 Other Provisions Relating to Pre-Construction Services

2.10.1 The CONSTRUCTION MANAGER shall exercise its best skill and judgment in discharging its responsibilities as a pre-construction consultant throughout the performance of its obligations under this Agreement.

2.10.2 The CONSTRUCTION MANAGER agrees that its scope hereunder includes generating subcontractor and vendor interest in the Project, including, without limitation, interest in providing prices for the Project and performing the Work.

2.10.3 The CONSTRUCTION MANAGER represents to the OWNER that it has the experience and skill to perform the Work required under this Agreement and will perform the Work in accordance with the terms of this Agreement and all applicable federal, state, county, city laws, statutes, regulations, codes, ordinances and orders, as well as those of any other governing bodies having jurisdiction over the Project and pursuant to applicable industry standards.

2.10.4 If during the term of this Agreement, the OWNER directs any portion or all of the CONSTRUCTION MANAGER's Work, or if OWNER requests that CONSTRUCTION MANAGER perform a Scope Change, that CONSTRUCTION MANAGER believes is improper or made in error, the CONSTRUCTION MANAGER shall promptly notify OWNER in writing of its position.

2.10.5 Each of the activities above shall be performed only when authorized by the OWNER and at the OWNER's request. The CONSTRUCTION MANAGER shall not undertake to direct or instruct the Professional or other consultants to the OWNER without the express written authorization from the OWNER.

2.10.6 The CONSTRUCTION MANAGER shall not contract with any subconsultants or other independent construction managers to perform any of the services under this Agreement without the prior written approval of OWNER. The OWNER reserves the right to review and approve/reject any and all personnel who will perform work under this Agreement.

2.10.7 The OWNER may, from time-to-time, request that the CONSTRUCTION MANAGER arrange for the services of subconsultants or third parties to assist CONSTRUCTION MANAGER in its Work. In that event, the CONSTRUCTION MANAGER shall request, and OWNER shall provide, written authorization for the retention of the services of others. All costs to the CONSTRUCTION MANAGER for those requested services will be paid by the OWNER along with the CONSTRUCTION MANAGER fee. In no event shall the CONSTRUCTION MANAGER employ subconsultants or third parties pursuant to this provision without the prior written authorization of the OWNER.

2.10.8 The deliverables described in this Article, shall be incorporated into the **Appendix "I"**, as described in Paragraph 2.8.4 hereof. The determination of whether or not to accept the CONSTRUCTION MANAGER's deliverables under this Agreement, which, if any, of those deliverables hereunder, which, if any of those deliverables to incorporate into **Appendix "I"** and whether or not to execute **Appendix "I"** is in the sole, absolute and exclusive discretion of the OWNER. In determining whether or not to accept the CONSTRUCTION MANAGER's Guaranteed Maximum Price or other terms of **Appendix "I"** and whether or not to execute **Appendix "I"** the OWNER may consider any and all criteria, which, in its sole, absolute and exclusive discretion, it undertakes to consider.

2.10.9 Compensation for the Services and Work described in this Article 2, shall be paid for as set forth in Chapter 1, Article 4, relating to compensation. This

Compensation is acknowledged by the CONSTRUCTION MANAGER as sufficient consideration for the services, obligations, and liabilities described herein. Prior to the OWNER's acceptance of the CONSTRUCTION MANAGER's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the CONSTRUCTION MANAGER shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the OWNER may specifically authorize in writing.

ARTICLE 3
CONSTRUCTION SERVICES

3.1 Bidding and Negotiation.

3.1.1 With the Professional's assistance, the CONSTRUCTION MANAGER shall prepare and assemble document packets for use in bidding or negotiating the Subcontracts Cost. Any and all costs for plans, specifications, or other items needed to obtain such bids/proposals shall be the responsibility of the CONSTRUCTION MANAGER. These costs shall be considered part of the Management Fee.

3.1.2 The CONSTRUCTION MANAGER shall develop subcontractor and supplier interest for each division of the Work and shall pre-qualify proposed subcontractors using a pre- qualification form approved by the OWNER and Professional.

3.1.3 The CONSTRUCTION MANAGER shall:

(i) Submit to the Professional and OWNER the proposed list of subcontractors and review and evaluate information received from the Professional regarding proposed subcontractors; and

(ii) Evaluate the technical competence of all pre-qualified subcontractors.

3.1.4 The CONSTRUCTION MANAGER shall negotiate or competitively bid each trade category only by invitation to a minimum of five (5) pre-qualified subcontractors. In the event a subcontractor does not meet a pre-qualification requirement, the CONSTRUCTION MANAGER in its best judgment and with the OWNER's prior approval, may still allow the subcontractor to bid.

3.1.5 The CONSTRUCTION MANAGER shall notify the OWNER in writing in advance of all bid related meetings to include pre-bid meetings, and bid/proposal openings. The CONSTRUCTION MANAGER shall conduct private bid openings in the presence of the OWNER's Representative. The CONSTRUCTION MANAGER shall communicate bid results only to the OWNER and Professional, and to no other persons or entities.

3.1.6 The CONSTRUCTION MANAGER shall, for each subcontract, trade or bid division:

(i) Determine the final bid amounts;

(ii) Develop, with the participation of Seminole County Department of Resource Management, Purchasing and Contracts Division, the selection criteria for determining the bid/proposal that provides the best value to the OWNER;

(iii) Prepare and furnish to the OWNER a bid tabulation which includes by subcontract, trade and/or bid division, the applicable final GMP estimate and the related final bid amount;

(iv) Identify to the OWNER in writing the subcontractors to whom the CONSTRUCTION MANAGER recommends awarding subcontracts; and

(v) Award and enter into a subcontract between itself and each subcontractor which it has recommended unless otherwise notified by the OWNER. If the GMP has been set before bidding, then the CONSTRUCTION MANAGER will receive an equitable adjustment to the GMP and schedule if the OWNER, for good cause, rejects a proposed subcontractor or supplier, requiring the CONSTRUCTION MANAGER to contract with a more costly subcontractor or supplier.

3.2 Construction Supervision.

3.2.1 Commencing with the award of the first subcontract and terminating on the Date of Final Completion, the CONSTRUCTION MANAGER shall provide the services described in this subsection.

3.2.2 The CONSTRUCTION MANAGER shall act as the OWNER's construction representative throughout the construction, advising and consulting with the OWNER and the Professional(s), and administering the Construction Documents. The CONSTRUCTION MANAGER shall hold weekly progress meetings with the OWNER, Professional(s) and trade contractors to ensure effective advisement, coordination, and consultation.

3.2.3 The CONSTRUCTION MANAGER shall supervise and direct the Work at the Site. The CONSTRUCTION MANAGER shall, at a minimum, staff the Project Site with personnel who shall:

(i) Supervise and coordinate the CONSTRUCTION MANAGER's personnel and serve as its primary liaison with the OWNER and the OWNER's Consultants;

(ii) Coordinate trade contractors and suppliers, and supervise Site construction management services;

(iii) Be knowledgeable about all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Agreement for Construction Management;

(iv) Review shop drawings and materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement for Construction Management, and regularly confer with, the appropriate OWNER's consultants to assure acceptable levels of quality; and prepare and maintain Project records, process documents, and staff the Site field office.

3.2.4 The CONSTRUCTION MANAGER shall promptly reject any Work which does not conform to the Construction Documents or does not comply with any applicable laws, statutes, building codes, rules or regulations of any public authority or agency. The CONSTRUCTION MANAGER shall immediately notify the Professional(s) and the OWNER in writing upon rejecting any Work.

3.2.5 The CONSTRUCTION MANAGER shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable subschedules. The CONSTRUCTION MANAGER shall obtain and review schedules from subcontractors and suppliers, coordinate subschedules with the Construction Schedule, and enforce compliance with all applicable schedules to ensure timely completion of the Work. If at any time a Project is delayed, the CONSTRUCTION MANAGER shall immediately notify the OWNER of the probable cause(s) and possible alternatives and recommend "recovery schedules" to allow for completion of the CONSTRUCTION MANAGER's work in accordance with the Contract Time.

3.2.6 The Professional will visit the Project Site at intervals appropriate to the construction stage and with sufficient frequency to assess the progress and quality of the Work. The CONSTRUCTION MANAGER shall request additional Site visits from the Professional as needed to attend meetings, inspect the Work, and provide necessary interpretations for proper execution of the Work. The Professional's interpretations and decisions concerning the Construction Documents and the Work shall be final.

3.3 **CONSTRUCTION MANAGER's On-Site Facilities.** Commencing at the Date of Commencement and terminating on the Date of Final Completion, the CONSTRUCTION MANAGER shall provide a Site field office and toilet facilities at the Project Site.

3.3.1 The field office facilities shall be large enough to accommodate required meetings and shall include office furnishings and equipment such as desks, telephones, computers, copiers and other similar office equipment.

3.3.2 The CONSTRUCTION MANAGER shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.

3.3.3 The CONSTRUCTION MANAGER shall provide temporary toilets at the Site for all workers for the duration of the construction period.

3.4 **Additional or Modified Required Services.** Additional or modified required services, if any, included in Construction Service are listed in **Appendix "I"** and incorporated by reference.

ARTICLE 4 EXTRA SERVICES

4.1 **Initiation of Extra Services.** The CONSTRUCTION MANAGER shall provide such Extra Services as are initiated and authorized in writing by the OWNER prior to performance. The services described in this Article 4 are not included in Required Services unless identified as an "Additional Required Service or Modified Required Service."

4.2 **Definition of Extra Services.** Extra services include, but are not limited to:

4.2.1 Services performed after the Date of Final Completion, except when required as Basic Services.

4.2.2 Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the OWNER, except when such proceedings involve issues of fault, neglect or alleged liability of the CONSTRUCTION MANAGER, or its agents, employees, or consultants.

4.2.3 Other services not included in CONSTRUCTION MANAGER's Required Services mutually agreed to by the OWNER and the CONSTRUCTION MANAGER in writing.

4.3 **Payment for Extra Services.** Payment of the CONSTRUCTION MANAGER for Extra Services shall be in accordance with the agreement of the Parties when such services are requested.

4.4 The CONSTRUCTION MANAGER shall use the OWNER's recommended software to manage the project and keep its history for future reference. The software to be used for this Project shall be determined by the OWNER after the award of the Agreement and communicated to the CONSTRUCTION MANAGER in writing.

CHAPTER 3
GENERAL TERMS AND CONDITIONS

ARTICLE 1
PROJECT DOCUMENTATION

1.1 **Additional Sets of Documents.** Any additional copies of the Construction Documents required by the CONSTRUCTION MANAGER for executing the Work shall be reproduced by the CONSTRUCTION MANAGER from the set provided by the OWNER at no cost to the OWNER.

1.2 **Electronic Media.** Unless otherwise specified in this Agreement, the CONSTRUCTION MANAGER may request that the Construction Documents required for the Work be provided in an electronic format. If available, the CONSTRUCTION MANAGER will receive one set of the requested documents in electronic media. Any additional electronic copies required by the CONSTRUCTION MANAGER for executing the Work shall be made by the CONSTRUCTION MANAGER

1.3 **Minimum Requirements.** The requirements established by the Construction Documents shall be considered the accepted standard in all cases.

1.4 **OWNER Disclaimer of Warranty.** The OWNER has requested that its Professional(s) to prepare comprehensive, accurate, coordinated, and adequate documents for the Project, including plans and specifications, suitable for bidding, negotiating and constructing the Work. While the CONSTRUCTION MANAGER will use its best skill and provide Preconstruction Services as outlined in this and other Chapters, OWNER makes no representation or warranty of any nature regarding the completed Construction Documents. The CONSTRUCTION MANAGER hereby acknowledges that it has not relied on any representations or warranties by the OWNER concerning these documents. The CONSTRUCTION MANAGER will review the Construction Documents and identify in writing all errors or omissions that it discovers, before establishing the GMP. The GMP Proposal will identify the assumptions or provide exclusions or clarifications on all identified errors or omissions. Notwithstanding the foregoing, OWNER agrees that the CONSTRUCTION MANAGER's GMP otherwise does not include costs for errors or omissions in the Construction Documents provided by the OWNER, and that, subject to the limitations in this Chapter 3, Article 2, Section 2.1 the CONSTRUCTION MANAGER may request a change order for additional costs and/or time incurred as a result of any such errors or omissions.

1.5 **Conflicts in Documents.** In the event of any conflict, discrepancy, or inconsistency among the documents comprising this Agreement, the following shall control:

1.5.1 As between figures given on plans and scaled measurements, the figures shall govern;

1.5.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.5.3 As between plans and specifications, the requirements of the specifications shall govern;

1.5.4 As between **Appendix "I"**, and this Agreement, and the plans, specifications, general conditions or general requirements, **Appendix "I"** governs, followed by this Agreement and its attachments.

1.5.5 However, if there is a discrepancy among the plans and specifications provided by the OWNER, the more stringent requirement, shall take precedence, unless otherwise directed by OWNER, regardless of which document contains it.

1.6 **Shop Drawings and Submittals.** Shop drawings and other submittals from the CONSTRUCTION MANAGER or its subcontractors and suppliers do not constitute a part of this Agreement for Construction Management but are Construction Documents after approval by the OWNER or Professional.

1.7 **Contract Changes.** The CONSTRUCTION MANAGER understands and agrees that this Agreement for Construction Management cannot be changed except as provided herein. No act, omission, or course of dealing by the parties shall alter the requirement that modifications of this Agreement for Construction Management can be accomplished only by written documents signed by the parties.

ARTICLE 2
CONSTRUCTION MANAGER'S REVIEWS AND EVALUATIONS

2.1 **Sufficiency of Construction Documents and Drawings.** The CONSTRUCTION MANAGER acknowledges its ongoing duty to review and evaluate the Construction Documents throughout the performance of its services. The CONSTRUCTION MANAGER shall immediately notify the OWNER and the Professional(s) of any: (i) problems, conflicts, defects, deficiencies, inconsistencies, or omissions it discovers in or between the Construction Documents; and (ii) variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

2.1.1 If the CONSTRUCTION MANAGER performs any Work which it knows or reasonably should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency, or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations (but only if CONSTRUCTION MANAGER knew of such variance) without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the CONSTRUCTION MANAGER shall be responsible for the consequences of such performance.

2.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes on the drawings shall govern. Before ordering any materials or doing any Work, the CONSTRUCTION MANAGER and subcontractors shall make reasonable efforts, consistent with the schedule, to verify all measurements at the Site and shall be responsible for the correctness of same. Discrepancies discovered shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be considered due to differences between actual

measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of Work, or if the Professional failed to receive written notice from CONSTRUCTION MANAGER, despite knowledge of the discrepancy, before the Work was performed.

2.1.3 If the CONSTRUCTION MANAGER believes that additional time or cost is required due to clarifications or instructions from the Professional resulting from a conflict in the Construction Documents, the CONSTRUCTION MANAGER shall make claims as provided for in Chapter 3, Article 3, Section 25.8. If the CONSTRUCTION MANAGER fails to comply with Chapter 3, Article 2, Section 2.1.1 or 2.1.2, the CONSTRUCTION MANAGER shall pay such costs and damages to the OWNER as would have been avoided if the CONSTRUCTION MANAGER had complied. The CONSTRUCTION MANAGER will not be liable to the OWNER or Professional for damages resulting from errors, inconsistencies, or omissions in the Construction Documents, or for differences between field measurements or conditions and the Construction Documents, unless the CONSTRUCTION MANAGER recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Professional and the OWNER.

2.2 **Sufficiency of Site.** Prior to signing this Agreement for Construction Management, the CONSTRUCTION MANAGER has:

2.2.1 Visited the Site and become familiar with observable local conditions under which the Project is to be constructed and operated;

2.2.2 Reviewed and familiarized itself with the Site survey and any existing structures on the Site, and reviewed all other information provided by OWNER and necessary for a full understanding of the Work. OWNER will provide all hazmat and subsurface reports and test results, and all as-builts for existing facilities, utilities, and infrastructure;

2.2.3 Without limitation, the CONSTRUCTION MANAGER shall ascertain the location of all existing utilities prior to beginning new and alteration work, shall verify locations of utility lines shown on drawings and shall locate and mark each utility prior to start of construction. Any damage caused to any utility as a result of work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor, and no additional money will be paid by the OWNER; and

2.2.4 In addition, if the Work involves modifications to or remodeling of an existing structures or other man-made feature(s) on the Site, the CONSTRUCTION MANAGER has also:

(i) Reviewed available as-built and record drawings, plans and specifications; and

(ii) Observed structure(s) and man-made feature(s) to be modified or remodeled to the best of CONSTRUCTION MANAGER's ability, prior to submission of the GMP Proposal.

Claims resulting from the CONSTRUCTION MANAGER's failure to familiarize itself as required in this paragraph with the Site or pertinent documents shall be deemed waived.

ARTICLE 3
CONSTRUCTION MANAGER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

3.1 **Execution of Work.** The CONSTRUCTION MANAGER shall diligently execute and fulfill its obligations under this Agreement for Construction Management, employing its utmost skill and attention. The CONSTRUCTION MANAGER covenants with the OWNER to provide management, supervision, coordination, labor, and services: (i) that complete the Work expeditiously, economically, and in a manner most aligned with the OWNER's interest and objections; (ii) that adhere to the Construction Documents and this Agreement; and (iii) that conform to the highest standards currently practiced by individuals and entities undertaking projects of similar scope, complexity, and cost.

3.1.1 The CONSTRUCTION MANAGER may not be required to provide professional services which constitute the practice of landscape architecture, architecture or engineering.

3.1.2. All services provided by the CONSTRUCTION MANAGER for the Project shall be performed by or under the immediate supervision of individuals with expertise in the relevant discipline, unless such services are specifically required by the Construction Documents or are necessary to fulfilling the CONSTRUCTION MANAGER's responsibilities regarding construction means, methods, techniques, sequences, and procedures. The CONSTRUCTION MANAGER shall not provide professional services in violation of law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required by the Construction Documents, the OWNER and Professional shall specify all performance and design criteria that such services must satisfy. The CONSTRUCTION MANAGER shall ensure such services or certifications are furnished by a duly licensed design professional, whose signature and seal shall appear on the drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Professional. The OWNER and the Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the OWNER and the Professional have specified to the CONSTRUCTION MANAGER all performance and design criteria that such services must satisfy. The Professional shall review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The CONSTRUCTION MANAGER shall not be responsible for the adequacy of the performance or design criteria required by the Construction Documents.

3.1.3 The CONSTRUCTION MANAGER shall, in the course of providing the Work, cooperate and communicate with the OWNER and all other persons or entities as required for satisfactory completion of the Project.

3.1.4 The CONSTRUCTION MANAGER shall not damage, endanger, compromise, or destroy any part of the Project or the Site, except as required by the Construction Documents, including by way of example and not limitation, work being performed by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the Site. Subject to the provisions of the Agreement concerning Builder's Risk insurance, and the terms of **Appendix "I"**, should the CONSTRUCTION MANAGER or their sub-contractors and/or suppliers damage, compromise or destroy any part of the Project or the Site, the CONSTRUCTION MANAGER shall be fully and exclusively responsible for and bear all associated costs.

3.2 **Compliance with Governmental Requirements.** The CONSTRUCTION MANAGER shall:

3.2.1 Comply with all applicable laws, statutes, building codes, rules, regulations, and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, provided, however, that the CONSTRUCTION MANAGER is not responsible for ensuring that the Construction Documents comply with applicable codes or laws;

3.2.2 Prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including any permit fees as identified in CONSTRUCTION MANAGER's GMP Proposal, such as building permit(s), from all governmental authorities having jurisdiction over the Work; and

3.3.3 Provide notices required of it by governmental authorities relating to the Project.

3.3 **Safety.** Safety shall be a primary concern of the CONSTRUCTION MANAGER at all times. The CONSTRUCTION MANAGER shall be responsible for and have control over the means, methods, techniques, sequences, and procedures for coordinating and constructing the Work, including Site safety, precautions, and programs. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONSTRUCTION MANAGER shall evaluate the jobsite safety and shall be fully and solely responsible for the jobsite safety. If the CONSTRUCTION MANAGER determines that such means, methods, techniques, sequences, or procedures defined in the Contract Documents may not be safe, the CONSTRUCTION MANAGER shall give timely written notice to the OWNER and the Professional and shall not proceed with that portion of the Work. In such case, the CONSTRUCTION MANAGER shall provide written notice of an alternative approach that can be executed safely, under supervision of the CONSTRUCTION MANAGER.

3.4 **Concurrent Records.** The CONSTRUCTION MANAGER shall, concurrently with performance, maintain detailed records of activities on the Site.

3.5 **As-Built Drawings.** The CONSTRUCTION MANAGER shall maintain at the Site a copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications, ensuring they are in good order and accurately marked to reflect all changes occurring during construction. These as-built drawings shall be available at all times to the OWNER, the Professional(s), the OWNER's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color to document all variations during construction, and the CONSTRUCTION MANAGER shall include necessary supplementary notes and details to clearly and accurately represent as-built construction. However, the as- built drawings shall be kept electronically and signed and sealed by the Professional, if requested by the OWNER.

3.6 **Bribes and Kickbacks.** The CONSTRUCTION MANAGER shall not by any means:

3.6.1 Induce any person or entity employed in the construction of the Project to relinquish any part of the compensation to which that person or entity is entitled;

3.6.2 Confer on any governmental, public, or quasi-public official with authority to influence the Project, any payment, loan, subscription, advance, deposit of money, services, or anything of value, present or promised;

3.6.3 Offer or accept any bribes or kickbacks in connection with the Project from or to any individual or entity, including any trade contractors, subcontractors, consultants, suppliers, or manufacturers of Project goods and materials; or

3.6.4 Without the express written permission of the OWNER, mandate or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process, or procedure in which the CONSTRUCTION MANAGER has a direct or indirect proprietary or other pecuniary interest.

3.7 **Quality Control and Testing.** The CONSTRUCTION MANAGER shall establish and enforce a comprehensive quality management program to ensure superior construction quality. Unless otherwise specified in this Agreement for Construction Management, the OWNER shall select and compensate the quality control and testing agencies for the costs of specified tests and measures as required by the Construction Documents. The CONSTRUCTION MANAGER shall coordinate all tests and inspections, ensuring they are conducted in a manner that does not impede the Work's progress. No claims for time extensions or additional costs shall be permitted due to testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found.

3.8 **Incident Reporting.** The CONSTRUCTION MANAGER shall promptly notify the OWNER and Professional(s), both orally and in writing, of any incidents that may negatively impact the Work's quality or progress, including but not limited to union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.

3.9 **Hazardous Substances.** The CONSTRUCTION MANAGER shall immediately notify the OWNER and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it

becomes, or reasonably should have become, aware. If the CONSTRUCTION MANAGER encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the CONSTRUCTION MANAGER shall (i) immediately cease Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against unauthorized access; (iii) not disturb or remove the contamination; (iv) not proceed, nor permit any subcontractor or supplier to proceed, with any activities in the contaminated area until directed by OWNER; and (v) undertake all necessary measures to protect life and health. The OWNER shall retain the services of a licensed Environmental Consultant to verify the presence or absence of the material or substance reported by the CONSTRUCTION MANAGER and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. To the fullest extent permitted by Section 768.28, Florida Statutes, the OWNER shall indemnify and hold harmless the CONSTRUCTION MANAGER, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous materials and has not be rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom.

In the event of an accident, the CONSTRUCTION MANAGER shall prepare a detailed report of the incident. This report shall encompass all pertinent information, including the cause, corrective measures, preventive measures, along with photographic documentation and the results of all tests conducted subsequent to the incident.

3.10 **OWNER's Use of and Access to the Site.** The CONSTRUCTION MANAGER shall perform the Work so as not to unduly interrupt any operations of the OWNER on the Site. OWNER and CONSTRUCTION MANAGER shall coordinate any planned interruptions or closures.

3.10.1 The CONSTRUCTION MANAGER acknowledges that the OWNER may require access to or use of certain Site areas or Work before Substantial Completion is achieved by CONSTRUCTION MANAGER, and such access or use shall not signify or constitute the OWNER's acceptance of any Work.

3.10.2 The CONSTRUCTION MANAGER shall not enter any Owner-occupied Site area or Project unless first approved and scheduled by the OWNER. The CONSTRUCTION MANAGER understands and acknowledges that the OWNER may incur damages if the OWNER's operations on the Site are unduly interrupted or impaired as a result of the Work.

3.10.3 The CONSTRUCTION MANAGER shall provide reasonable access to the Site for the OWNER's own forces, and other consultants, trade contractors, subcontractors and suppliers, coordinating its construction and operations with theirs as required by the Construction Documents. All such personnel must adhere to CONSTRUCTION MANAGER's rules for the Site.

3.11 **Commissioning.** The CONSTRUCTION MANAGER shall work with the OWNER's Representative to schedule and coordinate the start-ups of all equipment and systems, as well as the commissioning of the Project.

3.11.1 The CONSTRUCTION MANAGER shall provide the OWNER with at least two (2) bound copies and one (1) electronic copy of the operation and maintenance manuals. These manuals shall include, but not be limited to, building system instruction manuals, building system warranties, and as built drawings/diagrams. The manuals must be delivered no less than thirty (30) calendar days before the Substantial Completion date to allow sufficient time for training before commissioning and the OWNER's occupancy of the Project.

3.11.2 The CONSTRUCTION MANAGER shall meet with the OWNER's personnel at least thirty (30) calendar days before the Substantial Completion date to facilitate and schedule training regarding the maintenance and operation of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

3.12 **OWNER's Procedures and Review.** The OWNER has established specific procedures for the review and approval of plans, drawings, specifications, construction, and the quality of Work related to the Project. These procedures include reviews by the OWNER's personnel and agencies. The compensation provided herein anticipates and requires the CONSTRUCTION MANAGER's participation in these procedures. These procedures and committees are solely for the OWNER's use and benefit and do not confer any benefit on other parties including, the CONSTRUCTION MANAGER. These procedures do not modify, alter, or reduce the CONSTRUCTION MANAGER's standard of care under this Agreement or provide any defense or offset for issues related to its performance under the Agreement.

3.13 **Coordination of Work.** The CONSTRUCTION MANAGER recognizes that other contractor(s) may be engaged in work on or near the Project. The CONSTRUCTION MANAGER agrees to coordinate its activities with those of other contractor(s) to prevent interference with their work and to ensure that all prior work is completed and accepted before commencing its own Work as set forth herein.

ARTICLE 4
CONSTRUCTION MANAGER'S PERSONNEL, SUBCONTRACTORS,SUPPLIERS AND SITE FACILITIES

4.1 **Project Staffing**. The CONSTRUCTION MANAGER shall assign qualified and designated personnel and entities to fulfill its obligations and performance on the Project. The CONSTRUCTION MANAGER must submit a roster of project staff for the OWNER's review and approval. The OWNER reserves the right, at any time during the project, to request the substitution and/or removal of any personnel, with or without providing a reason.

4.1.1 The CONSTRUCTION MANAGER shall designate a representative (the "CONSTRUCTION MANAGER's Representative") to act as the primary communication liaison with the OWNER and the Professional(s).

4.1.2 The CONSTRUCTION MANAGER shall employ individuals skilled in their assigned tasks assigned and contract with subcontractors and suppliers skilled in their designated roles, ensuring harmonious collaboration with all trades, crafts, and personnel on the Project. The CONSTRUCTION MANAGER shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

4.1.3 The CONSTRUCTION MANAGER shall immediately remove from the Site, for the duration of the Project, any person making an inappropriate religious, racial, sexual, or ethnic comment, statement, or gesture toward any other individual.

4.1.4 The CONSTRUCTION MANAGER shall immediately remove from the Site, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

4.1.5 The CONSTRUCTION MANAGER shall be responsible to the OWNER for the actions and omissions of its agents and employees, consultants, subcontractors and suppliers.

4.1.6 The CONSTRUCTION MANAGER shall maintain a drug-free and alcohol-free work environment and job site.

4.2 **Subcontractor / Supplier Contracts.** The CONSTRUCTION MANAGER shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Agreement for Construction Management.

4.2.1 Prior to executing contracts, the CONSTRUCTION MANAGER shall provide each subcontractor and supplier with the relevant sections of this Agreement for Construction Management, including applicable portions of the Construction Documents to which the subcontractor or supplier will be bound. Each subcontractor and supplier must similarly provide their respective subcontractors and suppliers with these documents.

4.2.2 The CONSTRUCTION MANAGER shall include a provision in its contracts with subcontractors and suppliers acknowledging receipt and review of the applicable terms, conditions and requirements of this Agreement for Construction Management, and agreeing to comply with them.

4.2.3 The CONSTRUCTION MANAGER's contracts with subcontractors and suppliers shall preserve and protect OWNER's rights, ensuring compliance with the Construction Documents. Each subcontractor or supplier shall acknowledge that, in the event of the CONSTRUCTION MANAGER's default or persistent failure to enforce the subcontracts, the OWNER may exercise rights as a third-party beneficiary of the contract. The agreements must stipulate that, upon default or

termination of this Agreement for Construction Management and at the OWNER's request, the contracts will be assigned to OWNER.

4.3 **Resolution of Trade Disputes.** The CONSTRUCTION MANAGER shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 5
GOODS, PRODUCTS, AND MATERIALS

5.1. **Quality of Materials.** The CONSTRUCTION MANAGER shall furnish goods, products, materials, equipment and systems which:

5.1.1 Comply with this Agreement for Construction Management;

5.1.2 Conform to applicable specifications, descriptions, instructions, drawings, data and samples;

5.1.3 Are new (unless otherwise specified or permitted) and without apparent damage;

5.1.4 Are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;

5.1.5 Are merchantable;

5.1.6 Are free from defects; and

5.1.7 Are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

5.2 **Installation and Use of Materials.** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as approved equals, shall be furnished, used, installed, employed, and protected in strict compliance with the manufacturer's or supplier's specifications, recommendations, and instructions, unless these deviate from accepted construction practices or the Construction Documents. In such cases, the CONSTRUCTION MANAGER shall inform the OWNER and the appropriate Professional and proceed as directed by that Professional unless otherwise instructed by the OWNER. The CONSTRUCTION MANAGER shall coordinate all trade contracts and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and the validity of all warranties and guarantees, required by the Construction Documents.

5.3 **Unsuitable Materials.** The CONSTRUCTION MANAGER shall inform the OWNER of goods, products, materials, equipment or systems which the CONSTRUCTION MANAGER knows are unsuitable or unavailable at the time of bid submission. Claims regarding unsuitability or unavailability will not be entertained unless the CONSTRUCTION MANAGER, subcontractor, or supplier provided written notice to the OWNER at the time

of bid submission, along with proposed alternatives of equal or better quality with commensurate warranties, unless such issues arose post-submission. Approval by the OWNER and a Professional of substitute goods, products, materials, equipment or systems does not imply final acceptance if such items should be defective or misrepresented. Should the CONSTRUCTION MANAGER furnish any approved goods, products, materials, equipment or systems different from those specified in the Construction Documents, requiring additional materials or installation procedures, these shall be provided at no additional cost to the OWNER.

5.4 **Security for the Project.** The CONSTRUCTION MANAGER shall implement comprehensive security measures to protect the Project, including but not limited to the Work in progress, and all goods, products, materials, equipment, systems, construction machinery, tools, devices, and other items used or intended for use in the Work, whether stored on or off-site the CONSTRUCTION MANAGER or its subcontractors, materialmen, or others under its supervision. The CONSTRUCTION MANAGER shall bear all costs associated with implementing and maintaining these security measures and shall be responsible for any loss or damage resulting from a failure to provide adequate security. The CONSTRUCTION MANAGER shall regularly review and update the security measures to address changing conditions and merging threats throughout the duration of the project.

5.5 **Payment for Materials.** Unless otherwise specified in this Agreement for Construction Management, payments shall be for materials and equipment delivered and suitably stored at the Site for subsequent incorporation into the Work. If approved in advance by the OWNER in writing, payment may also be made for materials and equipment suitably stored off-site at an agreed location. Payment for stored materials and equipment, whether on or off-site, is contingent upon the CONSTRUCTION MANAGER's compliance with procedures satisfactory to the OWNER to establish the OWNER's title to such materials and equipment or otherwise protect the OWNER's interest. This includes costs for applicable insurance, storage, and transportation to the Site for such materials and equipment stored off-site.

5.6 **Brand Name or Alternate.** Notwithstanding the foregoing, if a product or service has been identified in the specifications by brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of service that will be acceptable. Unless the CONSTRUCTION MANAGER clearly indicated in its bid that it was proposing an alternate product or service, the bid shall be considered as offering the same brand name referenced in the specifications; provided, however, that if the CONSTRUCTION MANAGER proposes to furnish an alternate product or service after this Agreement for Construction Management has been fully executed, or after **Appendix "I"** has been executed if applicable, the CONSTRUCTION MANAGER shall receive the written authorization from the Professional and OWNER prior to incorporating such alternate product or service into the Work. An alternate to the brand name product/material specified will only be considered if the product/material is not readily available to meet the Construction Schedule, or if there is a cost-benefit to the OWNER. Should the Professional/OWNER accept an alternate brand name product/material any additional costs shall be borne by the CONSTRUCTION MANAGER. Also, such alternate will require cost comparison evidence and if found to be less expensive than the brand

specified, the OWNER will be entitled to a credit for the cost difference including the apportioned General Conditions and Management Fee. For purposes of this paragraph, an alternate shall be defined as a product or material differing substantially in quality and characteristics from the product or material set forth in the Contract Documents. If the Contract Documents specify an "or equal" product or material, an equal is defined as a product or material with the same quality or characteristics as that specified but differing in brand name.

ARTICLE 6
ARTICLES DOCUMENTS AND INFORMATION

6.1 **Information from OWNER.** If applicable, the OWNER shall provide the CONSTRUCTION MANAGER with information reasonably necessary to assist the CONSTRUCTION MANAGER in performing its services including but not limited to:

6.1.1 The Site legal description and any required survey;

6.1.2 All written and tangible material in its possession concerning Site conditions below ground, and in unobservable areas of existing structures;

6.1.3 If the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications, and structure system information with respect to such structure; and

6.1.4 The OWNER's pertinent Project dates and key milestone dates.

6.2 **Resolution of Questions.** The CONSTRUCTION MANAGER shall resolve all questions concerning the Construction Documents with the Professional who has prepared the documents by properly submitting a Request for Information (RFI).

6.3 **Processing of Documents.** When requested to do so by the OWNER, the CONSTRUCTION MANAGER shall process documents and provide other reasonably required drawings, services, and certifications necessary to enable the OWNER to (i) obtain financing or insurance for the Project; (ii) obtain approvals, permits, and Certificates of Occupancy for the Project not otherwise required to be obtained by CONSTRUCTION MANAGER; and (iii) represent that the Work complies with requirements of governmental agencies having jurisdiction over the Project.

6.4 **Sufficiency of OWNER Information.** The furnishing of information by the OWNER to the CONSTRUCTION MANAGER shall not relieve the CONSTRUCTION MANAGER of its obligations under this Agreement to assess and evaluate the information and documents provided. The CONSTRUCTION MANAGER shall diligently review all information and promptly notify the OWNER in writing if any additional information or services are necessary for the CONSTRUCTION MANAGER to effectively perform the Work. The CONSTRUCTION MANAGER is responsible for identifying and requesting any such additional information or services in a timely manner to prevent delays in the Project.

ARTICLE 7
SUBMITTALS

7.1 **Submittal Schedule.** The CONSTRUCTION MANAGER shall timely prepare and transmit to the designated Professional a schedule for all anticipated submittals. The schedule shall (i) include submittals required by the specifications, (ii) be in a format acceptable to the Professional, and (iii) set forth specific dates for submission of the listed submittals. The CONSTRUCTION MANAGER shall review and approve all submittals prior to submission to the Professional.

7.2 **Processing of Submittals.** The CONSTRUCTION MANAGER shall, in a timely fashion review, approve if appropriate, and forward submittals to the Professional(s) for review and approval, along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

7.2.1 A Professional is responsible to the OWNER, but not to the CONSTRUCTION MANAGER, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement for Construction Management.

7.2.2 The CONSTRUCTION MANAGER shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Professional. The Work shall then be performed in accordance with the approved submittals except that the CONSTRUCTION MANAGER shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Professional's approval of shop drawings, product data, samples, or similar submittals unless the CONSTRUCTION MANAGER has specifically in writing informed the Professional of such deviation at the time of submittal and (i) the Professional has given written approval to the specific deviation as a minor change in the Work; or (ii) a change order or construction change directive has been issued authorizing the deviation. The CONSTRUCTION MANAGER shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Professional's approval thereof.

7.3 The Professional shall review and approve, or otherwise appropriately act upon, the CONSTRUCTION MANAGER's submittals, such as shop drawings, product data, and samples, solely to verify conformance with the information given and the design concept expressed in the Contract Documents. The Professional shall perform this review with reasonable promptness to avoid delaying the Work or the activities of the OWNER, CONSTRUCTION MANAGER, or other contractors, while allowing sufficient time, as the Professional deems necessary, for thorough evaluation. The review of submittals is not intended to verify the accuracy of or completeness of details such as dimensions or quantities or to validate installation or performance instructions for equipment or systems, which remain the

CONSTRUCTION MANAGER's responsibility under the Contract Documents. The Professional's review does not relieve the CONSTRUCTION MANAGER of its obligations, nor does it signify approval of safety precautions or, unless specifically noted, any construction means, methods, techniques, sequences, or procedures. Approval of a specific item does not constitute approval of the entire assembly to which the item belongs.

7.4 By approving and submitting shop drawings, product data, samples, and similar submittals, the CONSTRUCTION MANAGER represents that the CONSTRUCTION MANAGER has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

ARTICLE 8
CONSTRUCTION MANAGER'S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

8.1 **Rejection and Correction of Work in Progress.** During the course of the Project, the CONSTRUCTION MANAGER shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which it discovers does not comply with any applicable law, statute, building code, rule, or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

8.1.1 The CONSTRUCTION MANAGER shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether fabricated, installed, or completed. The CONSTRUCTION MANAGER shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction, so long as the correction was due to an error or omission in the CONSTRUCTION MANAGER's Work.

8.1.2 The CONSTRUCTION MANAGER shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the OWNER or other trade contractors or subcontractors caused by the CONSTRUCTION MANAGER's correction or removal of Work rejected due to an error in the CONSTRUCTION MANAGER's Work.

8.2 **Covered or Concealed Work.** If a portion of the Work has been covered, the CONSTRUCTION MANAGER shall, if notified to do so by the OWNER or a Professional, uncover the designated portion for observation and then replace it.

8.2.1 If the designated portion of the Work was covered contrary to the request of the OWNER or the Professional, inspection required by Authority Having Jurisdiction (AHJ) or to requirements specifically expressed in the Construction Documents, the CONSTRUCTION MANAGER shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

8.2.2 If the designated portion of the Work was covered prior to a specific request by the OWNER or the Professional that it remain uncovered, the CONSTRUCTION MANAGER shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

8.3 **Acceptance of Non-Conforming Work.** If the OWNER chooses to accept work that does not conform to the requirements of the Contract Documents, the OWNER may, at its sole discretion, accept such non-conforming work instead of requiring its removal and correction. In such cases, the Construction Price shall be equitably reduced to account for the diminished value of the non-conforming Work, as determined by the OWNER. This adjustment shall be made regardless of whether final payment has been issued or not. The OWNER also reserves the right to enforce any necessary corrections or adjustments even after acceptance, if it is later determined that the non-conforming Work adversely affects the project's overall quality or functionality.

ARTICLE 9
CHANGE ORDERS AND CHANGES TO THE WORK

9.1 **Change Order Requests.** Changes to the Work, compensation, or schedules may be requested by the OWNER, CONSTRUCTION MANAGER, or Professional after the execution of this Agreement, without invalidating the Agreement. The OWNER's Project Manager shall be responsible for preparing change orders and construction change directives unless otherwise specified. All Change Order requests must be submitted in writing and approved before the commencement of the Work subject to the Change Order, except as otherwise provided herein.

9.1.1 With respect to such requests for changes by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare and submit Change Order requests to the OWNER's Project Manager.

9.1.2 The CONSTRUCTION MANAGER shall promptly review and respond to Change Order requests submitted by OWNER or Professional.

9.1.3 When requested, the CONSTRUCTION MANAGER shall provide the OWNER's Project Manager and/or the Professional with drawings, specifications, or other relevant data in supporting a Change Order request.

9.1.4 Each Change Order shall clearly state the impact on both the construction schedule and the Contract Price. This impact assessment must include: (i) the time extension or reduction, if any, resulting from the change; and (ii) the additional cost or cost reduction associated the change. The Change Order shall address these impacts separately, but together with any other concurrent Change Orders or adjustments, to ensure an accurate and comprehensive adjustment to the overall project timeline and budget.

9.2 **OWNER-Directed Changes.** The OWNER may unilaterally direct the CONSTRUCTION MANAGER to implement changes in the Work, provided such

changes fall within the general scope of this Agreement. Upon receipt of written direction from the OWNER, the CONSTRUCTION MANAGER, shall promptly proceed with the directed changes.

9.3 **Professional-Directed Changes**. A Professional, with the OWNER's prior written approval, may direct the CONSTRUCTION MANAGER to make minor changes that are consistent with the intent of the Construction Documents and do not affect Project cost, construction time, scope, or approved design elements. Such minor changes shall be documented by written field orders and executed by the CONSTRUCTION MANAGER and OWNER.

9.4 **Administration of Changes.** The Professional will prepare all required technical documentation, including drawings and specifications, for minor changes, Change Order requests, and Change Orders. The OWNER's Project Manager will administer and manage the overall Change Order process, ensuring coordination among all parties and integration of changes into the project schedule and budget.

9.5 **Compensation for Changes.** With respect to all change order requests involving credit to the OWNER or additional compensation to the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the Owner's Project Manager and Professional.

9.5.1 If price quotations for change order requests are determined to be unreasonable, the CONSTRUCTION MANAGER shall, in writing, justify said quotations or provide additional back-up materials. If after review of the additional information the OWNER's Project Manager and/or Professional determines the quotation is unreasonable, the OWNER may require the subject Work be performed on a time and material basis.

9.5.2 The CONSTRUCTION MANAGER and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Agreement and shall not be entitled to additional reimbursement for home office, other non-jobsite or indirect overhead expenses, but shall be paid for change order Work as allowed by other sections of this Agreement.

9.5.3 It is the responsibility of the CONSTRUCTION MANAGER to review and approve all pricing of additional work required of its subcontractors and suppliers.

9.5.4 Additional work which is not part of the Contract Documents, and which does not impact the critical path shall require an executed change order and is not entitled to an extension of time, but the CONSTRUCTION MANAGER shall be compensated as provided in Chapter 1, Article 4, Section 4.3.

9.5.5 Additional work which is not part of the Contract Documents, and which does impact the critical path shall require a change order and the CONSTRUCTION MANAGER is entitled to an extension of time and the CONSTRUCTION MANAGER shall be compensated as provided in Chapter 1, Article 4, Section 4.3. No other costs relating to the approved extension of time shall be permitted.

9.6 **Performance of Changes.** Upon receipt of a field order or fully executed change order, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents.

9.7 Disputes Regarding Changes.

9.7.1 Regardless of if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the OWNER so directs. No claim shall be prejudiced by performance of the Work so long as the OWNER is notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the OWNER recites the reasons for its dispute in the written notice. Failure to notify the OWNER in writing shall constitute a waiver of any claim resulting from the change.

9.7.2 In the event a change order request is approved by the OWNER in the absence of an agreement as to cost, time, or both, the appropriate Professional will (i) receive and maintain all documentation pertaining thereto; (ii) examine such documentation on the OWNER's behalf; (iii) take such other action as may be reasonably necessary or as the OWNER may request; and (iv) make a written recommendation to the OWNER concerning any appropriate adjustment in the Construction Price or time.

9.7.3 A Construction Change Directive is a written order prepared by the Professional and signed by the OWNER and the Professional, directing a change in the Work prior to agreement on any change in the Contract Price, time or both. The issuance of a Construction Change Directive does not invalidate the Agreement for Construction Management. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order. If the Directive provides for a change in the Contract Price, the adjustment shall be based on one of the following:

(i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(ii) Unit prices stated in the Contract Documents or subsequently agreed upon;

(iii) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or as set forth below.

9.7.4 The CONSTRUCTION MANAGER shall promptly proceed with the Work upon receipt of a Construction Change Directive and shall immediately advise the

Professional of any disagreement with the method of compensation set forth in the Directive.

9.7.5 The CONSTRUCTION MANAGER shall sign the Construction Change Directive if the CONSTRUCTION MANAGER agrees with the adjustment in the time or Contract Price. Upon signature, the Change Order Directive shall be effective as a Change Order.

9.7.6 If the CONSTRUCTION MANAGER does not respond promptly or disagrees with the method of adjustment, the method of adjustment shall be determined by the Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, include a reasonable allowance for overhead and profit on increases and decreases in scope. In such case, the CONSTRUCTION MANAGER shall keep and present to the Professional and the OWNER an itemized accounting together with appropriate supporting data. Unless otherwise specified herein, costs shall be limited to:

(i) Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance directly attributable to the change;

(ii) Costs of materials, supplies and equipment, including the cost of transportation, whether incorporated or consumed directly attributable to the change;

(iii) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONSTRUCTION MANAGER or others directly attributable to the change;

(iv) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work directly attributable to the change.

9.7.7 The amount of credit to be allowed by the CONSTRUCTION MANAGER to the OWNER for a deletion or change which results in a net decrease in the Contract Price shall be the actual net cost as confirmed by the Professional. When there are both increases and decreases in the Work, the allowance for overhead and profit shall be figured on the basis of net increase, if any, of the change.

9.7.8 Pending the final determination of the total cost of the Change Directive, amounts not in dispute shall be included in future invoices for payment, accompanied by a fully executed Change Order. For costs in dispute, the Professional shall make an interim determination for purposes of monthly certification for payment for those costs. Either party may then submit a claim according to other provisions contained herein.

9.8 **Necessity for Signed Writing.** No act, omission or course of dealing shall alter the requirement that change orders shall be in writing and signed by the OWNER, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The CONSTRUCTION MANAGER understands and agrees, on

behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

9.9 **Change Order as Final Agreement.** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work, which is the subject of the Change Order, including but not limited to, all direct and indirect costs and general conditions associated with such change and any and all adjustments to the Contract Sum, Contract Time and the Construction Schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

9.10 **Incorporated Language to Change Orders.** Each and every Change Order executed under this Agreement shall be interpreted to incorporate and include the following clause, whether or not such clause is specifically included or incorporated into the Change Order: "This Change Order represents a written modification between the parties to the Agreement and in based on the terms and conditions of that Agreement. This Change Order supersedes all prior negotiations, qualifications and terms for the changes in scope described in this Change Order and the Work contemplated is, except as noted otherwise specifically provided, subject to all the terms and conditions of the Agreement, including, without limitation, those concerning payment. By executing this Change Order, Contractor acknowledges that this Change Order includes all direct and indirect charges and costs arising out of this change. The Contractor further agrees that by executing this Change Order, it will be fully compensated for the cost and time impact of the change(s) required by the OWNER. All claims against the OWNER which are incidental to or as a consequence of this change, including, without limitation, delays, disruptions, suspensions, acceleration or other impacts, or claims arising out of the cumulative effect of the Change Orders for the Work, are fully satisfied. Contractor will commence its services upon the execution of this Change Order and will complete and Work in accordance with the current schedule, it being understood and agreed that time is of the essence in the completion of each and every provision or condition of this Change Order and the Agreement." The omission of this clause from any particular Change Order, any number of Change Orders or all Change Orders shall not constitute a waiver of this provision. Change orders must not include contingency and should accurately reflect the total amount required for completing the Work.

ARTICLE 10
FINANCIAL CLAIMS AND LIENS

10.1 **Notification Regarding Liens.** The CONSTRUCTION MANAGER shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, CONSTRUCTION MANAGER's trust fund claims, or claims of any type made by anyone against the OWNER, the Professional(s), the CONSTRUCTION MANAGER or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work or not. The CONSTRUCTION MANAGER is obligated to submit partial payment affidavits with each pay application, certifying that all subcontractors have been duly compensated and have waived any claims

on the project. For final completion, the CONSTRUCTION MANAGER shall furnish all final payment affidavits within 30 days of receiving the subcontractors' retainage.

10.2 **Discharge of Liens.** The CONSTRUCTION MANAGER shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant, the CONSTRUCTION MANAGER shall, within a reasonable period of time, but in no event more than thirty (30) calendar days after request and at its own cost, promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond. If the CONSTRUCTION MANAGER fails to have any such lien or claim discharged and released, or fails to provide or file the requisite bond, the OWNER shall have the right to pay all sums necessary to obtain such a discharge and release, and the CONSTRUCTION MANAGER shall bear all expenses incurred by the OWNER in so doing.

ARTICLE 11
OWNER'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION

11.1 **OWNER's Designated Professional Representative.** Unless otherwise directed by the OWNER, one (1) designated Professional shall act as the OWNER's Professional representative from the effective date of this Agreement for Construction Management until one (1) year from the date of achievement of Substantial Completion.

11.1.1 The Professional so designated will be the OWNER's design representative during performance of the Work and will consult with and advise the OWNER on all design and technical matters.

11.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement for Construction Management and as the OWNER's advisor on claims.

11.2 **Professional Site Visits.** The Professional(s) will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement for Construction Management, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.3 Professional Rejection of Work. The Professional(s) may disapprove or reject Work which does not comply with (i) this Agreement for Construction Management including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.4 Professional Evaluations.

11.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement for Construction Management and by any governmental entity having or asserting jurisdiction over the Project. The

Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work which does not conform to and comply with testing requirements.

11.4.2 The Professional(s) may require inspection or testing of any Work in addition to that required by this Agreement for Construction Management or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

11.5 **Professional Submittal Activities.** The Professional(s) will timely review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project Construction Documents; (ii) this Agreement for Construction Management; and (iii) the OWNER's budgeted Total Project Construction Cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The CONSTRUCTION MANAGER remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

11.6 **Professional Interpretations.** The Professional will, when requested to do so in writing by the CONSTRUCTION MANAGER, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement for Construction Management.

11.7 **Professional Change Order Activities.** The Professional(s) will consult with and advise the OWNER concerning all change order requests and change orders on behalf of the OWNER.

11.8 **Professional Pay Application Activities.** The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONSTRUCTION MANAGER and shall authorize payment by the OWNER to the CONSTRUCTION MANAGER in writing. After the Work is determined to be finally complete and the Professional determines that the CONSTRUCTION MANAGER has completed the Work, the Professional will determine whether the CONSTRUCTION MANAGER is entitled to final payment, and if so will so certify to the OWNER in writing.

11.9 **Professional Relationship to CONSTRUCTION MANAGER.** The duties, obligations, and responsibilities of the CONSTRUCTION MANAGER under this Agreement for

Construction Management shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of any Professional. The CONSTRUCTION MANAGER shall not be a third-party beneficiary of any agreement by and between the OWNER and any Professional. The duties of the CONSTRUCTION MANAGER to the OWNER will be independent of, and shall not be diminished by, any duties or obligations of the Professional to the OWNER.

ARTICLE 12
INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT

12.1 **Substantial Completion.** Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection, and the required Substantial Completion documentation and items have been produced. Notwithstanding anything herein, Substantial Completion shall not occur prior to the date which all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work, including landscaping and common areas (whichever is applicable) and the OWNER is otherwise able to fully utilize the Work for its intended purpose. Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy (whichever is applicable) with respect to the Work, and in connection therewith the OWNER shall comply with all its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

12.1.1 When the CONSTRUCTION MANAGER believes that the Work is substantially complete, it shall notify the OWNER and the appropriate Professional that the Work is ready for a Substantial Completion inspection.

12.1.2 At or prior to the Substantial Completion inspection, the CONSTRUCTION MANAGER will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum, must:

(i) Contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the OWNER and the CONSTRUCTION MANAGER responsibility for security, utilities, damage to the Work, and insurance;

(ii) Include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and

(iii) Contain signature lines for the OWNER, the CONSTRUCTION MANAGER, and the Professional.

12.1.3 Upon receipt of notification from the CONSTRUCTION MANAGER, the appropriate Professional will coordinate with the OWNER and the CONSTRUCTION MANAGER a date for inspection of the Work to determine whether the Work is substantially complete.

12.1.4 At inspection(s) to determine whether the Work is substantially complete, the Professional will:

(i) Inspect the Work;

(ii) List additional items to be completed or corrected; and

(iii) Determine, in consultation with the OWNER, whether Substantial Completion of the Work has occurred.

12.1.5 If the Work is determined not to be substantially complete, the Work shall be prosecuted until the Work is substantially complete and the inspection process shall be repeated at no additional cost to the OWNER until the Work is determined to be substantially complete.

12.1.6 On or prior to the required date of Substantial Completion, the CONSTRUCTION MANAGER shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the OWNER's occupancy and use of the Work for its intended purpose. The Professional will obtain and review Substantial Completion documentation and items and will inform the CONSTRUCTION MANAGER of any deficiencies.

12.1.7 When the OWNER, the CONSTRUCTION MANAGER, and the appropriate Professional agree that the Work has passed the Substantial Completion inspection and the CONSTRUCTION MANAGER has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction. Failure of the CONSTRUCTION MANAGER to include an item on the list does not alter the responsibility of the CONSTRUCTION MANAGER to complete all Work in accordance with this Agreement for Construction Management.

12.1.8 The CONSTRUCTION MANAGER shall promptly correct the Work properly rejected by the Professional or failing to conform to the requirements of this Agreement for Construction Management, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting the rejected Work, including additional testing and inspections and compensation for the Professional's services and expenses made necessary thereby, shall be at the CONSTRUCTION MANAGER's expense.

12.1.9 Substantial Completion must be accompanied by a Certificate of Occupancy issued by the Authority (or Authorities) Having Jurisdiction over the Project.

12.2 **Final Completion.** Final Completion of the Work shall be recognized on the date that the Work successfully passes the Final Completion inspection. Final Completion shall not be deemed to have occurred and no final payment shall be due the CONSTRUCTION

MANAGER or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection.

12.2.1 When the CONSTRUCTION MANAGER believes the Work is finally complete, the CONSTRUCTION MANAGER shall notify the OWNER and the appropriate Professional that the Work is ready for Final Completion inspection.

12.2.2 Upon receipt of such notification from the CONSTRUCTION MANAGER, the Professional will coordinate with the OWNER and the CONSTRUCTION MANAGER to schedule an inspection date to determine whether the Work is finally complete.

12.2.3 At the Final Completion inspection to determine whether the Work is finally complete, the Professional will:

(i) Inspect the Work;

(ii) Determine whether all items on the list included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;

(iii) Determine whether the Work complies with (a) this Agreement for Construction Management; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;

(iv) Determine whether required inspections and approvals by the official(-s) having or asserting jurisdiction over the Project have been satisfactorily completed;

(v) Assess whether all closeout documents, attic stock, spare parts, etc, have been property transmitted to the OWNER; and

(vi) Determine, in consultation with the OWNER, whether the Work is finally complete.

12.2.4 If the Work is not finally complete, the CONSTRUCTION MANAGER shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the OWNER, until the Work is finally complete.

12.2.5 On or prior to the date of Final Payment, the CONSTRUCTION MANAGER shall deliver to the appropriate Professional the following Final Completion close-out documentation:

(i) Two (2) bound and one (1) electronic operation and maintenance manuals as required by Chapter 3, Article 3, Subsection 3.11.1

(ii) Two (2) sets of as-built drawings and markups;

(iii) Certification and affidavit that all insurance required of the CONSTRUCTION MANAGER beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the OWNER;

(iv) Written consent of the surety(ies), if any, to final payment;

(v) Full, final, and conditional waivers of mechanics or construction liens or full and final affidavits of payment, releases of CONSTRUCTION MANAGER's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against the OWNER or the OWNER's property;

(vi) Full, final, and conditional certification and affidavit that all of the CONSTRUCTION MANAGER's obligations to contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

(vii) All written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work have been endorsed, countersigned, and assigned as necessary;

(viii) Affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of the Work;

(ix) A list of any item(s) due but unable to be delivered and the reason for non-delivery; and

(x) Any other documents reasonably and customarily required or expressly required herein and final close-out of the Work.

12.2.6 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Payment which are submitted by the CONSTRUCTION MANAGER and will immediately inform the CONSTRUCTION MANAGER about any deficiencies and omissions.

ARTICLE 13
CONSTRUCTION MANAGER'S WARRANTIES AND GUARANTEES

13.1 **One-Year Warranty.** In addition to the warranties and guarantees set forth elsewhere in this Agreement for Construction Management, the CONSTRUCTION MANAGER, upon request by the OWNER or the Professional, shall promptly correct all failures or defects in the Work for a period of one (1) year after the actual date of Substantial Completion.

13.1.1 The CONSTRUCTION MANAGER shall schedule, coordinate and participate in a walk-through inspection of the Work one (1) month prior to the expiration of the one-year correction period, and shall notify the OWNER, the appropriate

Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the CONSTRUCTION MANAGER fail to promptly correct any failure or defect; the OWNER may take whatever actions it deems necessary to remedy the failure or defect and the CONSTRUCTION MANAGER shall promptly reimburse the OWNER for any expenses or damages it incurs as a result of the CONSTRUCTION MANAGER's failure to correct the failure or defect.

13.2 **Express Warranties and Guarantees – CONSTRUCTION MANAGER.** In addition to the warranties and guarantees set forth elsewhere herein, the CONSTRUCTION MANAGER expressly warrants and guarantees to the OWNER:

13.2.1 That the Work complies with (a) the Construction Documents; and (b) to the best of its knowledge all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

13.2.2 That all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and

13.2.3 That all management, supervision, labor, and services required for the Work shall comply with this Agreement for Construction Management and shall be performed in a workmanlike manner.

13.3 **Express Warranties and Guarantees - Subcontractors and Suppliers.** The CONSTRUCTION MANAGER shall require that all of its subcontractors and suppliers provide written warranties, guarantees, and other undertakings to the OWNER and the CONSTRUCTION MANAGER in a form identical to the warranties, guarantees, and other undertakings set forth in this Agreement, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees, and undertakings shall run to the benefit of the OWNER as well as the CONSTRUCTION MANAGER.

13.4 **Non-Exclusivity and Survival.** The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied, or statutory, and shall survive the OWNER's payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

13.5 **Non-Limitation.** Nothing contained in Paragraph 13.1 shall be construed to establish a period of limitation with respect to the CONSTRUCTION MANAGER's obligations under this Agreement for Construction Management. Paragraph 13.1 relates only to the CONSTRUCTION MANAGER's specific obligations with respect to the Work and has no relationship to the time within which the CONSTRUCTION MANAGER's contractual obligations under this Agreement for Construction Management may be enforced, nor to

the time within which proceedings may be commenced to establish the CONSTRUCTION MANAGER's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

13.6 **Commencement of Obligations.** Unless otherwise specified, all of the CONSTRUCTION MANAGER's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion.

13.7 **Limitation.** The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, unauthorized modifications, improper or insufficient maintenance, improper operation, or normal wear and tear under standard use. If required by the OWNER, the CONSTRUCTION MANAGER shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

ARTICLE 14
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

14.1 **Timely Compensation of CONSTRUCTION MANAGER.** The OWNER shall timely compensate the CONSTRUCTION MANAGER in accordance with this Agreement for Construction Management.

14.2 **Payment for Testing.** Unless otherwise required to be provided by the CONSTRUCTION MANAGER in its scope of services, the OWNER shall secure and pay for all Project testing.

14.3 **OWNER Review of Documents.** The OWNER shall review documents prepared by the CONSTRUCTION MANAGER in a timely manner and in accordance with schedule requirements. Review by the OWNER shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONSTRUCTION MANAGER of any of its responsibilities.

14.4 **Status of OWNER.** The OWNER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSTRUCTION MANAGER, for any of the foregoing purposes, be deemed the agent of the OWNER.

14.5 **OWNER's Utilities.** The OWNER shall provide water/sewer, gas and electrical energy only as they exist at the Site prior to the start of construction. Any fee charged by a utility company shall be an OWNER's Cost with the exception of any utility usage charges incurred during construction, which shall be the responsibility of the CONSTRUCTION MANAGER as a part of the General Conditions. The CONSTRUCTION MANAGER shall additionally be responsible for the costs associated with the provision of chemical toilets, with such costs included in the General Conditions. Costs associated with temporary wiring, temporary lighting, temporary electrical connections, temporary water/sewer connections, temporary gas connections, protection of existing utilities, and routing of utilities for jobsite

and office trailer use shall be a Subcontractors' Cost. Any fees charged by a utility after installation of permanent meters will be an OWNER's Cost.

Acceptance by the CONSTRUCTION MANAGER of the use of the OWNER's water, gas and electrical energy constitutes a release from the CONSTRUCTION MANAGER to the OWNER of all claims and liability for any damages or losses which may be incurred by the CONSTRUCTION MANAGER as a result of water, gas and electrical energy outages or voltage variations or surges, but not for time extensions arising out of the interruption or cessation of these utilities.

14.6 **Statements of OWNER's Capacity.** The OWNER, upon reasonable written request, shall furnish to the CONSTRUCTION MANAGER in writing statements of:

14.6.1 The record legal title to the Site on which the Project is located and the OWNER's interest therein at the time of execution of this Agreement for Construction Management.

ARTICLE 15
CONSTRUCTION MANAGER'S COMPENSATION

15.1 **Unit Prices.** For the purposes of calculating any additive or deductive changes for materials or items of work for which the CONSTRUCTION MANAGER has provided Unit Prices as incorporated into Exhibit "5" of **Appendix "I"**, the cost or savings of the change shall be calculated using the Unit Prices described in Exhibit "5" of **Appendix "I".**

15.2 **Schedule of Values.** Attached as Exhibit "4" of **Appendix "I"**, is the CONSTRUCTION MANAGER's Schedule of Values apportioning the different elements of the Work for purposes of periodic and final payment, including the times and amounts of payments for General Conditions and Management Fees. The CONSTRUCTION MANAGER's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Professional or OWNER. The CONSTRUCTION MANAGER shall not imbalance or artificially inflate any element of its schedule of values. Upon the Professional and OWNER's acceptance, the schedule of values shall be used to process and pay the CONSTRUCTION MANAGER's payment requests. The schedule of values shall not be changed without written approval by the OWNER.

15.3 **Invoicing Procedures.** In accordance with the procedures and requirements set forth in this Article, the CONSTRUCTION MANAGER shall invoice the OWNER and the OWNER shall pay the CONSTRUCTION MANAGER the Construction Price.

15.3.1 At least every thirty (30) calendar days after commencement of performance, but no more frequently than once a month, the CONSTRUCTION MANAGER shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the OWNER or the Professional reasonably requests and shall, at a minimum, state:

(i) The total Construction Price for the Project;

(ii) The amount due for properly provided labor, materials and equipment properly incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the OWNER), be accompanied by written proof that the OWNER has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;

(iii) A breakdown of the various parts of the Work as related to the Construction Price as shown on the Schedule of Values;

(iv) The value of the various parts of the Work actually performed;

(v) Previously invoiced amounts and credit payments made;

(vi) The total amount due, less any agreed retainage;

(vii) Submit a current Critical Path Method Schedule CPM Schedule with every pay application.

15.3.2. Additionally, invoices must include lien waivers and other documentation verifying payment to subcontractors and suppliers as reasonably requested by OWNER or Professional. The OWNER may require lien releases from CONSTRUCTION MANAGER, subcontractors, or any other parties providing labor, materials, or services, specifically related to the application for payment.

15.4 **Payment Procedures.**

15.4.1 The Professional will review the CONSTRUCTION MANAGER's applications for payment, including such accompanying data, information, and schedules as the Professional requires, to determine the amounts due to the CONSTRUCTION MANAGER and, based upon such review, together with its inspections of the Work, shall authorize payment by the OWNER to the CONSTRUCTION MANAGER in writing. Such authorization will constitute the Professional's certification to the OWNER that:

(i) The Work described in the CONSTRUCTION MANAGER's invoice has progressed to the level indicated;

(ii) The Work has been performed in accordance with the Agreement for Construction Management;

(iii) All necessary and appropriate lien waivers have been submitted; and

(iv) The amount requested is currently due and owing to the CONSTRUCTION MANAGER.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.4.3 Payments shall be deemed timely if postmarked at least two (2) business days before the Payment Date defined in Chapter 1 or any other payment due date stated in this Article.

15.4.4 The Professional may withhold all or part of an application for payment to the extent reasonably necessary to protect the OWNER if in the Professional's opinion the representations to the OWNER required by subsection 15.4.1 cannot be made. If the Professional is unable to certify payment in the amount of the application, the Professional shall notify the CONSTRUCTION MANAGER and the OWNER as provided for herein. If the CONSTRUCTION MANAGER and the Professional cannot agree on a revised amount, the Professional shall promptly authorize payment for the amount which the Professional is able to make such representations to the OWNER. The Professional may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the Professional's opinion to protect the OWNER from loss for which the CONSTRUCTION MANAGER is responsible, including loss resulting from its acts and omissions, because of:

(i) Defective Work not remedied;

(ii) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the OWNER is provided by the CONSTRUCTION MANAGER;

(iii) Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors for labor, materials or equipment;

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) Damage to the OWNER or other contractor;

(vi) Reasonable evidence that the Work will not be completed within dates established in the Construction Schedule, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

(vii) Persistent failure to carry out the Work in accordance with this Agreement for Construction Management.

15.5 **OWNER's Right to Refuse Payment.** The Professional's approval of the CONSTRUCTION MANAGER's invoice will not preclude the OWNER from exercising any of its remedies under this Agreement for Construction Management. These remedies include, without limitation the OWNER's right to withhold all or part of any payment (including Final Payment) for the reasons described in Paragraph 15.4.1 or in this Paragraph 15.5. In the event of a dispute, payment shall be made on or before the Payment Date for amounts not in dispute, subject to any setoffs claimed by the OWNER. The OWNER shall have the right to refuse to make payment and, if necessary, may demand the

return of a portion or all of the amount previously paid to the CONSTRUCTION MANAGER to the extent due to:

15.5.1 The CONSTRUCTION MANAGER's failure to perform the Work in compliance with the requirements of this Agreement for Construction Management or any other agreement between the parties;

15.5.2 The CONSTRUCTION MANAGER's failure to correctly and accurately represent the Work performed in a payment request, or otherwise;

15.5.3 The CONSTRUCTION MANAGER's performance of the Work at a rate or in a manner that, in the OWNER's reasonable opinion, is likely to result in the Project being inexcusably delayed;

15.5.4 The CONSTRUCTION MANAGER's failure to use funds previously paid the CONSTRUCTION MANAGER by the OWNER, to pay the CONSTRUCTION MANAGER's Project-related obligations including, but not limited to, the CONSTRUCTION MANAGER's subcontractors, materialmen, and suppliers;

15.5.5 Claims made against the OWNER or its property;

15.5.6 Loss caused by the CONSTRUCTION MANAGER or the CONSTRUCTION MANAGER's subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONSTRUCTION MANAGER; or

15.5.7 The CONSTRUCTION MANAGER's failure or refusal to perform any of its obligations to the OWNER.

15.6 **CONSTRUCTION MANAGER's Right to Refuse Performance for Non-Payment.** If within the time set forth in Section 218.735, Florida Statutes, the OWNER, without cause or basis hereunder, fails to pay the CONSTRUCTION MANAGER any amounts then due and payable to the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall have the right, in addition to all other rights and remedies contained herein, to cease performance of the Work until receipt of proper payment after first providing fourteen (14) calendar days written notice to the OWNER of its intent to cease work.

15.7 **Correction of Past Payments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the OWNER shall notify the CONSTRUCTION MANAGER in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the OWNER to be payable to the CONSTRUCTION MANAGER shall be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

15.8 **Interest on Outstanding Amounts Due.** To the extent allowed by Chapter 218, Florida Statutes, interest shall accrue on amounts owed by the OWNER to the CONSTRUCTION MANAGER which remain unpaid thirty (30) calendar days following the date on which payment is due.

No interest shall accrue when payment is delayed because of a dispute between the OWNER and the CONSTRUCTION MANAGER, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Interest shall accrue on retainage which is withheld to assure performance of this Agreement for Construction Management.

15.9 **Invoice Warranties and Guarantees.** The CONSTRUCTION MANAGER expressly warrants and guarantees to the OWNER that:

15.9.1 Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the OWNER either by incorporation into the Work, or upon receipt of payment by the CONSTRUCTION MANAGER, whichever occurs last;

15.9.2 All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and

15.9.3 No goods, products, materials, equipment or systems covered by an invoice have been acquired by the CONSTRUCTION MANAGER, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONSTRUCTION MANAGER, or its subcontractors or suppliers.

15.10 **CONSTRUCTION MANAGER's Signature.** The signature of the CONSTRUCTION MANAGER on any invoice constitutes the CONSTRUCTION MANAGER's certification to the OWNER that (i) the CONSTRUCTION MANAGER's services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement for Construction Management; (ii) the CONSTRUCTION MANAGER has paid its subcontractors and suppliers their proportional share of all previous payments received from the OWNER; and (iii) the amount requested is currently due and owing.

15.11 **Taxes.** The CONSTRUCTION MANAGER shall incorporate into the Construction Price, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment and systems incorporated into the Work which were legally required at the time of execution of this Agreement for Construction Management, whether or not yet effective or merely scheduled to go into effect. The CONSTRUCTION MANAGER shall secure, protect, hold harmless, and indemnify the OWNER from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the OWNER by any taxing authority with respect to such taxes. The CONSTRUCTION MANAGER shall cooperate with and assist the OWNER in securing qualified refunds of any sales or use tax paid by the OWNER or CONSTRUCTION MANAGER on goods, products, materials, equipment, or systems. Any refund secured shall be paid to the OWNER.

15.11.1 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the OWNER is tax exempt when it purchases tangible personal property for use in public works

projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the OWNER, the following procedures will apply:

(i) The OWNER, through Resource Management or the Purchasing and Contracts Department, shall determine whether the OWNER shall directly purchase certain materials required for the Work.

(ii) Upon acceptance of the GMP, the CONSTRUCTION MANAGER shall prepare a list of proposed items that may be desirable for OWNER direct purchasing. Proposed items shall be items that are purchased in a single order from a single vendor with a value greater than $10,000. Upon reviewing this list, the OWNER shall determine whether it will directly purchase certain materials. The OWNER shall notify the CONSTRUCTION MANAGER in writing of the specific materials which are intended to be purchased.

(iii) Within ten (10) calendar days from receipt of the written notice described in Paragraph 15.11.1(ii), the CONSTRUCTION MANAGER shall advise the OWNER in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONSTRUCTION MANAGER directs that the OWNER place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONSTRUCTION MANAGER requests that the OWNER include in the Purchase Order to the vendor.

(iv) The OWNER may, but is not required to, provide the CONSTRUCTION MANAGER with the proposed Purchase Order for the materials. In that case, the CONSTRUCTION MANAGER shall review the Purchase Order for compliance with the Construction Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONSTRUCTION MANAGER pursuant to Paragraph 15.11.1(ii)(b) above, the CONSTRUCTION MANAGER shall provide the OWNER with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery thereof shall comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(v) The OWNER shall thereafter issue a Purchase Order for the materials with the vendor.

(vi) The OWNER shall take title to those materials directly from the vendor and shall bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONSTRUCTION MANAGER. After the materials are delivered to the location designated by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall have full responsibility for their

storage, protection, risk-of-loss and installation pursuant to the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(vii) The vendor shall invoice the OWNER directly for the materials purchased from the vendor. The OWNER shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONSTRUCTION MANAGER shall be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials, and to ensure the materials against loss through the date that they are delivered to the location designated by the CONSTRUCTION MANAGER, otherwise, nothing herein shall revise or modify the CONSTRUCTION MANAGER's responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Paragraph 15.11.1, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount. The OWNER and CONSTRUCTION MANAGER shall execute a written change order described in this Agreement, and approved in accordance with the OWNER's policy and the Change Order shall become a part of the Contract Documents as provided in this Agreement. The CONSTRUCTION MANAGER's fee will be calculated on the basis that the CONSTRUCTION MANAGER, rather than the OWNER, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the OWNER under this program. The calculation of the fee in this manner shall provide, among other things, specific supplemental consideration for the provisions of this Paragraph 15.11.1.

15.12 **Compensation of CONSTRUCTION MANAGER's Subcontractors and Suppliers.** Upon receipt of payment from the OWNER, the CONSTRUCTION MANAGER shall pay each of its subcontractors and suppliers out of the amount received by the CONSTRUCTION MANAGER on account of such subcontractor's or supplier's portion of the Work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the CONSTRUCTION MANAGER on account of such entity's portion of the Work. The OWNER shall have no obligation to pay, and shall not be responsible for payments to, the CONSTRUCTION MANAGER's subcontractors or suppliers. However, the OWNER reserves the right, but has no duty, to make payment jointly to the CONSTRUCTION MANAGER and to any of its subcontractors or suppliers in the event the OWNER becomes aware that the CONSTRUCTION MANAGER fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the OWNER, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the OWNER to repeat the procedure in the future.

15.13 **Final Payment.** Prior to being entitled to receive final payment, and as a condition precedent thereto, the CONSTRUCTION MANAGER must achieve Final Completion of the Work and provide documents needed for final payment. The OWNER shall, subject to its rights set forth above in this Article, make final payment of all sums due the CONSTRUCTION MANAGER within fourteen (14) calendar days of a Professional's execution of a final approval for payment.

ARTICLE 16
SCHEDULE REQUIREMENTS

16.1 **Construction Schedule.** The Construction Schedule for the project shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the OWNER, the CONSTRUCTION MANAGER shall prepare the Construction Schedule as a critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-site requirements and tasks, so that the Work can be completed in a timely and orderly manner consistent with the required dates of Substantial Completion and Final Completion.

16.1.2 Any Construction Schedule shall include (i) the required Commencement Date, the required dates of Substantial Completion and Final Completion; (ii) any guideline and milestone dates required by the OWNER; (iii) any applicable subcontractor and supplier subschedules; (iv) a submittal schedule which allows sufficient time for review of documents and submittals; (v) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and (vi) required decision dates.

16.1.3 By reviewing the Construction Schedule, the OWNER and Professional do not assume any of the CONSTRUCTION MANAGER's responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by the OWNER.

16.1.4 The CONSTRUCTION MANAGER shall review, on a weekly basis, the actual status of the Work against the Construction Schedule. The CONSTRUCTION MANAGER shall discuss the status of the Work weekly with the designated Professional, so that proper overall management may be provided.

16.1.5 The CONSTRUCTION MANAGER shall periodically and in all instances when the CONSTRUCTION MANAGER anticipates that performance of the Work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction Schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule,

including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any.

16.1.6 The Contractor's initial Construction Schedule, developed during the Preconstruction Phase, must be attached as Exhibit "2" to **Appendix "I"**. In the event that the attached Construction Schedule does not strictly comply with this Paragraph, the OWNER does not waive, and specifically reserves, its right to require the CONSTRUCTION MANAGER's strict compliance with this Paragraph.

16.1.7 The receipt of the required updated Construction Schedule is a condition precedent to payment upon any application for payment. In addition, the CONSTRUCTION MANAGER agrees to provide an updated Construction Schedule which strictly complies with this Paragraph on or before ten (10) days after the OWNER's written request. Any submissions of the Construction Schedule hereunder must be in hard copy and electronic data file format, either in its native data format, or converted to a format requested by the OWNER.

16.1.8 In the event any updated Construction Schedule indicates any delays to the required Milestones or Completion Date, the CONSTRUCTION MANAGER shall propose an affirmative plan to recover from any delay to achieve the Milestones and Completion Date, including overtime and additional labor, if necessary. In no event shall any updated Construction Schedule or plan for recovery hereunder constitute notice, demand, or acceptance of an adjustment in the Contract Time, Contract Sum, any Milestone Date, or the Completion Date unless any such adjustment is agreed to by the OWNER and authorized pursuant to a Change Order as provided in the Agreement.

16.1.9 The OWNER may, but is not required to, review any Construction Schedule for, among other things, whether the schedule describes in a manner satisfactory to the OWNER, a reasonable and realistic progress of the Work that achieves the required Milestones and Completion Date. The OWNER may reject the Construction Schedule if the Construction Schedule fails to describe in a manner satisfactory to the OWNER, a reasonable and realistic progress of the Work that achieves the required Milestones and Completion Date, or, if the Construction Schedule indicates any delays to the required Milestones or Completion Date, whether the CONSTRUCTION MANAGER has provided a plan for recovery which describes in a manner satisfactory to the OWNER, a reasonable and realistic recovery that achieves the required Milestones and Completion Date. If the Construction Schedule is not accepted by the OWNER, the CONSTRUCTION MANAGER shall promptly revise the Construction Schedule in accordance with the reasonable recommendations of the OWNER and re-submit a revised updated Construction Schedule to the OWNER.

16.1.10 The CONSTRUCTION MANAGER shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the OWNER of any proposed change in the Construction Schedule or of any delays or potential delays in the Construction Schedule.

16.1.11 The CONSTRUCTION MANAGER shall engage such personnel and staff as are required to fulfill its requirements under this Section. At the very least, the CONSTRUCTION MANAGER shall staff the Project with one (1) scheduling manager who shall have, as his or her responsibility for the Project, the fulfillment of the CONSTRUCTION MANAGER's requirements hereunder. The manager shall be assigned to the Project for such hours per week as are required to achieve the CONSTRUCTION MANAGER's responsibilities hereunder and consistent with the conditions of the Project.

16.1.12 CONSTRUCTION MANAGER agrees to perform the Work in the manner, sequence and timing necessary to fully comply with the Construction Schedule or any updates thereof. CONSTRUCTION MANAGER will perform the Work diligently, expeditiously and with adequate resources to complete all the Work by the date determined in the Construction Schedule.

16.1.13 TIME IS OF THE ESSENCE WITH RESPECT TO EACH TERM OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THIS AGREEMENT. WITHOUT LIMITATION, ACHIEVEMENT OF EACH MILESTONE IN THE CONSTRUCTION SCHEDULE AND SUBSTANTIAL COMPLETION OF THE CONSTRUCTION OF THE WORK BY THE SUBSTANTIAL COMPLETION DATE, THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE AGREEMENT PURSUANT TO THE CONSTRUCTION SCHEDULE, INCLUDING WITHOUT LIMITIATION, ACHIEVEMENT OF EACH MILESTONE IN THE CONSTRUCTION SCHEDULE AND SUBSTANTIAL COMPLETION OF THE CONSTRUCTION OF THE WORK BY THE COMPLETION DATE IS A CRITICAL AND MATERIAL REQUIREMENT OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE WORK. THE CONSTRUCTION MANAGER ACKNOWLEDGES THAT THE ACHIEVEMENT OF SUBSTANTIAL COMPLETION OF THE WORK BY THE COMPLETION DATE IS A CRITICAL AND MATERIAL REQUIREMENT OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE WORK, AGREES THAT THE WORK CAN BE PERFORMED BY THE COMPLETION DATE AND OTHERWISE AGREES TO USE ITS BEST EFFORTS TO PERFORM THE WORK TO ACHIEVE THE SUBSTANTIAL COMPLETION BY THE COMPLETION DATE.

16.2 Delay in Performance.

16.2.1 The CONSTRUCTION MANAGER expressly agrees to complete the work within the time specified. Upon request and approval as provided for in the Contract Documents, OWNER may grant an extension of the allowable Contract

Time when Work on the critical path is delayed by factors or impacts determined to be beyond the CONSTRUCTION MANAGER's control which could not have been reasonably anticipated or contemplated at the time bids for the Work were received. Extension of the Contract Time will not be granted for impacts or delays due to fault or negligence of the CONSTRUCTION MANAGER, or for reasonable anticipated adverse weather conditions. No claim for an extension of time for delays shall be considered unless notice is provided to the OWNER in writing within five (5) business days after commencement of each such occurrence stating the probable duration of the delay and unless the CONSTRUCTION MANAGER establishes by critical path method (CPM) analysis that the impact affects the critical path of the project and delays the planned Substantial Completion date of the Work.

16.2.2 The extension of time provided for in Paragraph 16.2.1 shall be the CONSTRUCTION MANAGER's sole remedy for any delay. The OWNER shall not be obligated or liable to the CONSTRUCTION MANAGER for, and the CONSTRUCTION MANAGER expressly waives any claims against the OWNER on account of, any damages, costs or expenses of any nature whatsoever which the CONSTRUCTION MANAGER, its subcontractors of any tier or any other person may incur as a result of any delays, interference, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, it being understood and agreed that the CONSTRUCTION MANAGER's sole and exclusive remedy in such event shall be an extension of the schedule as provided for above. Without limitation, the CONSTRUCTION MANAGER waives claims relating to damages, delay damages or time-related costs or damages, including, without limitation: (1) profit on the additional costs beyond those as allowed elsewhere in the documents; (2) loss of anticipated profit; (3) indirect expenses; (4) impact costs; (5) loss of productivity; (6) inefficiency costs; (7) home-office overhead; (8) consequential damages, including but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency; and (9) legal fees, claims preparation, expenses, or costs of dispute resolution. However, this provision shall not preclude the recovery of damages by the CONSTRUCTION MANAGER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER or the OWNER's Professional(s).

16.2.3 Claims relating to time shall be made in accordance with the applicable provisions of Chapter 3, Article 9.

16.2.4 In the event the CONSTRUCTION MANAGER is delayed through fraud, bad faith, or active interference of the OWNER or OWNER's Professional(s), or is delayed as a result of an OWNER's requested Change Order that impacts the critical path, then the CONSTRUCTION MANAGER shall be entitled to compensation in the same manner as set forth in Article 4 of Chapter 1 Additionally, in the event the CONSTRUCTION MANAGER's delay is deemed compensable by a court of competent jurisdiction, then the CONSTRUCTION MANAGER's compensation shall be in accordance of the procedures set forth in Article 4 of Chapter 1.

16.3 **Modifications to Time for Performance**. The CONSTRUCTION MANAGER shall determine and promptly notify the OWNER and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by the OWNER, if any, are necessary, but no such adjustments shall be effective unless approved in writing by the OWNER and Professional(s).

16.4 **Early Completion**. The CONSTRUCTION MANAGER may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the CONSTRUCTION MANAGER's sole convenience and shall not create any additional CONSTRUCTION MANAGER's rights or OWNER obligations under this Agreement for Construction Management, nor shall it change the required dates of Substantial Completion or Final Completion. The OWNER shall not pay the CONSTRUCTION MANAGER any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the OWNER owe the CONSTRUCTION MANAGER any compensation should the OWNER cause the CONSTRUCTION MANAGER not to achieve Substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

16.5 **Modification Substantial Completion or Final Completion Dates**. The CONSTRUCTION MANAGER may propose modifications to the required dates of Substantial Completion or Final Completion. The OWNER has the discretion to accept or reject such proposals. Any modification to these dates must be formalized through an authorized and accepted change order, explicitly stating the revised date(s). The change order must also specify that all references in this Agreement to the dates of Substantial Completion or Final Completion shall refer to the newly established dates. Consequently, all rights and obligations, including any liability of the CONSTRUCTION MANAGER for liquidated damages, will be based on the modified date(s).

16.6 **Document Submission for Review**. The CONSTRUCTION MANAGER shall provide documents to the OWNER and Professional(s) for review in accordance with the construction schedule detailed in **Appendix "I"**. Submissions must allow sufficient lead time to provide the OWNER and Professional(s) with a reasonable opportunity review, ensuring that all schedule requirements are met.

ARTICLE 17
LIQUIDATED DAMAGES

17.1 **Time of the Essence.** The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement for Construction Management and that the OWNER will incur damages if the Work is not completed on time. The CONSTRUCTION MANAGER shall at all times carry out its duties and responsibilities as expeditiously as possible and shall perform and complete its services so that (i) the Work progresses in accordance with the Construction Schedule; (ii) the Work is substantially completed by the required date of Substantial Completion; and (iii) the Work is finally complete by the date of Final Completion.

17.2 **Failure to Timely Achieve Completion.** The parties acknowledge that the OWNER will incur significant monetary and other damages if the CONSTRUCTION MANAGER fails to complete the work on time. If the CONSTRUCTION MANAGER, due to its own fault or neglect, fails to achieve Substantial Completion by the specified date in this Agreement, the CONSTRUCTION MANAGER shall pay the OWNER liquidated damages at the rate specified in Chapter 1 for each day of delay until Substantial Completion is achieved or the CONSTRUCTION MANAGER is terminated for default, whichever occurs first. If the CONSTRUCTION MANAGER is terminated for default, the OWNER reserves the right to recover damages separately for delays or impacts attributable to the CONSTRUCTION MANAGER's performance prior to termination. Similarly, if the CONSTRUCTION MANAGER fails to achieve Final Completion by the required date, liquidated damages, as outlined in Chapter 1, shall accrue for each day of unexcused delay.

17.3 **Excusable Delay**. If the CONSTRUCTION MANAGER is delayed in the progress or performance of the Work due to any of the following circumstances, such delays shall be considered an "excusable delay" and will entitle the CONSTRUCTION MANAGER to an extension of the Construction Schedule equal to the length of such delay provided: (i) such delay is not in any way caused by default or collusion on the part of the CONSTRUCTION MANAGER or by any cause which the CONSTRUCTION MANAGER could reasonably control or circumvent; (ii) the CONSTRUCTION MANAGER would have otherwise been able to timely perform all of its obligations under this Agreement for Construction Management but for such delay; and (iii) immediately but not later than seven (7) calendar days after the beginning of any such delay or after CONSTRUCTION MANAGER knows of the delay, the CONSTRUCTION MANAGER gives notice of its delay claim to the OWNER. Excusable delays include: (i) acts or omissions by the OWNER or Professional(s); (ii) changes ordered by the OWNER in the scope of Work; (iii) fire; (iv) unusual delays in transportation; (v) adverse unusual weather conditions not reasonably anticipated by the CONSTRUCTION MANAGER and material or labor shortages resulting therefrom; (vi) unavoidable casualties (including terrorism or acts of God); (vii) causes beyond the CONSTRUCTION MANAGER 's control which the OWNER agrees in writing are justifiable; or (viii) any other cause which the OWNER reasonably determines may justify the delay.

17.3.1. **Concurrent delays**. If delays are caused by a combination of factors, including both the CONSTRUCTION MANAGER's own actions or inactions and the aforementioned excusable delays, such delays are considered "concurrent delays." Concurrent delays are excusable but not compensable. This means that while the CONSTRUCTION MANAGER is entitled to an extension of time for these delays, they are not entitled to additional compensation for any extra costs resulting from the concurrent delays.

17.4 **OWNER's Right to Withhold Payment.** The OWNER may withhold payment to the CONSTRUCTION MANAGER if it reasonably believes that (i) Substantial Completion will be inexcusably delayed; or (ii) the CONSTRUCTION MANAGER will fail to achieve Final Completion by the date of Final Completion. The OWNER shall be entitled, but not required, to withhold an amount equal to the daily rate of liquidated damages specified in this Agreement for each calendar day of unexcused delay from any amounts otherwise due the CONSTRUCTION MANAGER.

17.4.1 Release of Withheld Funds. If the CONSTRUCTION MANAGER overcomes the delay and timely achieves Substantial Completion or Final Completion, or any part thereof, for which the OWNER had withheld payment, the OWNER shall promptly release to the CONSTRUCTION MANAGER the funds that were withheld but no longer applicable as liquidated damages.

17.4.2 Delay due to Labor Disputes. Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the CONSTRUCTION MANAGER, its subcontractors or suppliers are not the responsibility of the OWNER. Such delays will only be considered for time extensions if agreed in writing by the OWNER at the time such events arise.

ARTICLE 18
CONCEALED AND UNFORESEEN CONDITIONS

18.1 **Notification Regarding Unusual Conditions.** If (i) the CONSTRUCTION MANAGER encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall promptly, but in no event later than three (3) calendar days after first observance of the conditions, or within three (3) calendar days of the CONSTRUCTION MANAGER being notified by a subcontractor of the condition, notify the appropriate Professional(s) and the OWNER before conditions are disturbed and give the Professional(s) or the OWNER opportunity to observe the condition in its undisturbed state.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the CONSTRUCTION MANAGER's cost of, or time required for, performance of the Work, compensation, or time for performance or both will be equitably adjusted.

18.1.2 All adjustments in compensation or extensions of time shall be by change order. From the date of observation of the changed conditions, the CONSTRUCTION MANAGER shall have (21) twenty-one days to make a request for a change order.

18.1.3 The CONSTRUCTION MANAGER's failure to notify the Professional(s) and OWNER as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 19
CONSTRUCTION MANAGER'S RECORDS

19.1 **Preparation of Records.** The CONSTRUCTION MANAGER shall, concurrently with performance of its services, prepare substantiating records regarding services rendered and goods furnished.

19.2 **Retention of Records.** The CONSTRUCTION MANAGER shall retain in its records copies of all (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) change order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including by way of example overhead allocations, payroll records, time sheets, rental receipts, fixed asset records); and (xii) other documents such as plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, its cost, and its construction.

19.2.1 The CONSTRUCTION MANAGER shall maintain substantiating records for five (5) years after the date of Final Completion or for any longer period of time as may be required by law or good construction practices. If the CONSTRUCTION MANAGER receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, the CONSTRUCTION MANAGER shall continue to maintain all Project records until final resolution of the dispute or litigation.

19.2.2 The CONSTRUCTION MANAGER shall, upon fourteen (14) calendar days' request from the OWNER, for good cause secure from its subcontractors and suppliers copies of (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) Change Order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including overhead allocations), and (xii) other documents generated with respect to the Project.

19.3 **Access to Records.** The CONSTRUCTION MANAGER, upon the OWNER's request, shall provide access to its Project records during normal business hours to the OWNER, its authorized representative, or any state, federal, or other regulatory authority. These parties shall have the right to audit, inspect, examine, review, and copy the CONSTRUCTION MANAGER's Project records. Such access shall be provided at the requesting party's reasonable expense and within a suitable workspace at the CONSTRUCTION MANAGER's facilities. If the CONSTRUCTION MANAGER fails to provide the requested documentation or records, including those from its subcontractors and suppliers, the OWNER reserves the right to disallow and withhold payment for any costs that cannot be substantiated with appropriate records. This means that any costs related to the incomplete documentation will not be reimbursed under this Agreement, ensuring that only properly documented expenses are considered for payment.

19.4 Public Records / Copyrights.

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

B. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSTRUCTION MANAGER for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The CONSTRUCTION MANAGER shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirement, whichever is longer. Prior to the close out of the contract, the CONSTRUCTION MANAGER shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

C. Any copyright derived from this agreement shall belong to the author. The author and the CONSTRUCTION MANAGER shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the CONSTRUCTION MANAGER in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable, and the contractor will not be eligible for any compensation.

D. Pursuant to Section 119.0701, Florida Statutes, the CONSTRUCTION MANAGER shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the services identified herein.

(ii) Provide the public with access to public records on the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided for by law.

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

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the OWNER all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

E. Failure to comply with this Section will be deemed a material breach of this Agreement for which OWNER may terminate this Agreement immediately upon written notice to CONSTRUCTION MANAGER. CONSTRUCTION MANAGER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

F. **IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSTRUCTION MANAGER's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSTRUCTION MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

ARTICLE 20
PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

20.1 **Nature and Use of Information.** All information, documents, and electronic media furnished by the OWNER to the CONSTRUCTION MANAGER (i) belong to the OWNER; (ii) are proprietary and confidential; (iii) are furnished solely for use on the OWNER's Project; (iv) shall be kept confidential by the CONSTRUCTION MANAGER except for use for this Project; and (v) shall not be used by the CONSTRUCTION MANAGER on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. The OWNER hereby grants to the CONSTRUCTION MANAGER a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the Work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

20.2 **Disclosure of Information.** The CONSTRUCTION MANAGER shall not disclose any information it receives from the OWNER to any other person or entity except to the extent

necessary to allow it to perform its duties under this Agreement for Construction Management.

20.3 **Instructions to Employees.** Because it is difficult to separate proprietary and confidential information from that which is not, the CONSTRUCTION MANAGER shall instruct its employees and agents to regard all information which is not in the public domain as information which is proprietary and confidential, subject to uses permitted hereunder.

20.4 **Non-Publication.** Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the OWNER's common law copyrights or other reserved rights.

ARTICLE 21
GENERAL INSURANCE REQUIREMENTS

21.1 CONSTRUCTION MANAGER, at its sole expense shall maintain the insurance under this Agreement at all times throughout the duration of this Agreement and have this insurance approved by OWNER's Risk Manager with the Resource Management Department. CONSTRUCTION MANAGER shall immediately provided written notice to the OWNER upon receipt of cancellation of an insurance policy or a decision to terminate an insurance policy.

21.1.1. CONSTRUCTION MANAGER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains adequate insurance, until the completion of their respective services, to protect the interests of OWNER and CONSTRUCTION MANAGER. At a minimum, this will include Workers' Compensation, Commercial General Liability, and Business Auto Liability to the limits required of CONSTRUCTION MANAGER in Appendix D and E. Sub-vendors or subcontractors providing professional services under this Agreement, if any, shall also be required to carry adequate Professional Liability insurance.

21.1.2. Neither approval by OWNER nor failure by OWNER to disapprove the insurance furnished by CONSTRUCTION MANAGER will relieve CONSTRUCTION MANAGER of its full responsibility for liability, damages, and accidents.

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

21.1.4. If OWNER elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONSTRUCTION MANAGER shall promptly provide to OWNER such additional information as OWNER may reasonably request, and

CONSTRUCTION MANAGER shall remedy any deficiencies in the policies of insurance within ten (10) days.

21.1.5. OWNER's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of OWNER to exercise this authority for the benefit of CONSTRUCTION MANAGER or any other party.

21.2 **General Requirements**.

21.2.1. Before commencing Work, CONSTRUCTION MANAGER shall furnish OWNER with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements) and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

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

21.2.2. In addition to providing the Certificate of Insurance, upon request of the OWNER, CONSTRUCTION MANAGER shall provide OWNER with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

21.2.4. The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

21.2.5. In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to OWNER and OWNER shall apportion the proceeds between OWNER and CONSTRUCTION MANAGER as their interests may appear.

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

21.2.7. Coverage: The insurance provided by CONSTRUCTION MANAGER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or OWNER's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONSTRUCTION MANAGER.

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

21.2.9. Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

21.3 Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements:

(i) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(ii) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(iii) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONSTRUCTION MANAGER shall immediately

notify OWNER as soon as CONSTRUCTION MANAGER has knowledge of any such circumstance and, upon request of OWNER, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSTRUCTION MANAGER has replaced the unacceptable insurer with an insurer acceptable to the OWNER, CONSTRUCTION MANAGER will be deemed to be in default of this Agreement.

21.4 Specifications. Without limiting any of the other obligations or liabilities of CONSTRUCTION MANAGER, CONSTRUCTION MANAGER, at CONSTRUCTION MANAGER's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements). Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of Work by CONSTRUCTION MANAGER and must be maintained in force until final completion or such other time as required by this Agreement.

The amounts and types of insurance must conform to the following minimum requirements:

21.4.1. **Worker's Compensation/Employer's Liability**.

21.4.1.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

21.4.1.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.1.4. If CONSTRUCTION MANAGER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONSTRUCTION MANAGER shall

provide notification to OWNER's Risk Manager with the Resource Management Department and shall complete the OWNER's Workers' Compensation Waiver Request. Approval of exemption is subject to OWNER's sole discretion. If approved, the named individuals listed in OWNER'S approved exemption will be the only individuals authorized to perform work under this Agreement.

21.4.1.5. Any vendor or contractor, including CONSTRUCTION MANAGER, using an employee leasing company must complete the OWNER'S Leased Employee Affidavit.

21.4.2. **Commercial General Liability**.

21.4.2.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to OWNER. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONSTRUCTION MANAGER's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

21.4.2.2. ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

21.4.2.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.3. **Business Auto Liability**.

21.4.3.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONSTRUCTION MANAGER does not own automobiles, CONSTRUCTION MANAGER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

21.4.3.2. If CONSTRUCTION MANAGER'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

21.4.3.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.4. **Excess/Umbrella Liability**.

21.4.4.1. Prior to the start of construction, CONSTRUCTION MANAGER shall evidence Excess/Umbrella Liability coverage. CONSTRUCTION MANAGER's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

21.4.4.2. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.5. **Pollution Liability**.

21.4.5.1. Prior to the start of construction, CONSTRUCTION MANAGER shall evidence Pollution Liability coverage. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER for all of the following: (i) bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; (ii) Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; (iii) Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

21.4.5.2. If CONSTRUCTION MANAGER is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

21.4.5.3. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

21.4.5.4. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.4.6. **Professional Liability**. CONSTRUCTION MANAGER shall maintain an Errors & Omissions Liability Policy providing professional liability coverage for any damages by wrongful acts, errors, or omissions.

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

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

21.4.6.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.4.7. **Builder's Risk**.

21.4.7.1. Prior to the start of construction, the CONSTRUCTION MANAGER shall provide All Risk Coverage no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.

21.4.7.2. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) in the course of construction must not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the OWNER.

21.4.7.3. The policy must be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which must at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and must contain an agreed amount endorsement waiving any coinsurance penalty.

21.4.7.4. Such insurance must cover all property during construction and testing, materials while stored onsite and offsite and while in transit and must include

the OWNER, CONSTRUCTION MANAGER, Consultants, Contractors, and Subcontractors to the Project as Named Insured's. No crane, boom, jig, or weight exclusion may apply.

21.4.7.5. Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

21.4.7.6. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.5 The maintenance of the insurance coverage set forth in this Section may not be construed as to limit or have the effect of limiting CONSTRUCTION MANAGER's liability under the provisions concerning indemnification or any other provision of this Agreement.

ARTICLE 22
GENERAL BOND REQUIREMENTS

22.1 **General Bond Requirements.** In accordance with section 255.05, Florida Statutes, the CONSTRUCTION MANAGER shall furnish performance and payment bond(s), each in an amount not less than the Construction Price, inclusive of any modifications through change orders. Each bond shall:

22.1.1 Be issued by a surety authorized to conduct business in Florida and approved by the OWNER;

22.1.2 Be in a form that meets the standards established by the OWNER and includes all necessary statutory requirements;

22.1.3 Incorporate by reference all terms and conditions of this Agreement for Construction Management, ensuring full compliance with its provisions;

22.1.4 Be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so; and

22.1.5 Clearly state the names, addresses, and contact information of the CONSTRUCTION MANAGER, surety, and OWNER, as well as the contract and bond number and a detailed description of the Project.

22.2 **Delivery of Bonds.** The CONSTRUCTION MANAGER shall deliver any required bond(s), check(s) for all recording fees, and power(s) of attorney to the OWNER prior to commencement of the Work. All costs associated with procuring and recording the bonds shall be considered part of the general conditions cost. The OWNER shall not release any payments to the CONSTRUCTION MANAGER until all bond-related requirements are satisfied.

ARTICLE 23
OWNER'S RIGHT TO STOP WORK OR RIGHT TO CARRY OUT WORK

23.1 **Cease and Desist Order.** If the CONSTRUCTION MANAGER fails or refuses to perform the Work or correct defective Work as required, or persistently fails to carry out the Work in accordance with this Agreement, the OWNER may issue a written notice, ordering the CONSTRUCTION MANAGER to cease and desist any portion of the Work until the issue is resolved to the OWNER's satisfaction. Upon receipt of such notice, the CONSTRUCTION MANAGER must immediately stop the specified Work and not resume until the OWNER provides authorization.

23.1.1 The CONSTRUCTION MANAGER shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the CONSTRUCTION MANAGER.

23.1.2 The OWNER's right to stop Work does not impose any duty on the OWNER to exercise this right for the benefit of the CONSTRUCTION MANAGER or others.

23.1.3 If the OWNER issues a written cease and desist order and the CONSTRUCTION MANAGER fails, within seven (7) calendar days, to provide adequate assurance that the cause of the order will be resolved, the OWNER may proceed to carry out the Work in accordance with Paragraph 23.2, using its own forces, or those of another contractor, with the CONSTRUCTION MANAGER being responsible for the cost of performing such Work.

23.1.4 The rights detailed herein are additional to, and do not limit, any other rights or remedies the OWNER may have against the CONSTRUCTION MANAGER.

23.2 **Right to Carry Out Work.** If the CONSTRUCTION MANAGER defaults or neglects to perform the Work according to the Contract Documents and fails to commence and continue correction of such default or neglect within seven (7) days of receiving the OWNER's notice as set forth in Paragraph 23.1.3, the OWNER may issue a second written notice. The second notice shall require correction of the deficiencies withing three (3) days of receipt. If the CONSTRUCTION MANAGER does not correct the deficiencies, the OWNER may, without prejudice to other remedies available to the OWNER, correct the deficiencies and issue a Change Order deducting the reasonable costs of corrections, including OWNER's expenses and compensation for additional services by the Professional, from the Contract Price. Such action by the OWNER and charges are subject to the Professional's prior approval. If payments due to the CONSTRUCTION MANAGER are insufficient to cover these costs, the CONSTRUCTION MANAGER must pay the difference to the OWNER.

ARTICLE 24 TERMINATION OR SUSPENSION OF AGREEMENT FOR CONSTRUCTION MANAGEMENT

24.1 Termination for Cause by OWNER.

24.1.1 For purposes of this Agreement, "Termination for Cause" refers to the OWNER's right to terminate this Agreement for Construction Management if the CONSTRUCTION MANAGER materially breaches the Agreement. As such, the CONSTRUCTION MANAGER materially breaches this Agreement by:

(i) Failing or refusing to properly manage or perform the Project;

(ii) Failing or refusing to supply sufficient skilled workers, proper materials, or maintain applicable schedules;

(iii) Failing or refusing to make prompt payment to subcontractors or suppliers;

(iv) Disregarding laws, ordinances, rules, regulations or orders of any authority or authority having jurisdiction over the Project;

(v) Failing or refusing to substantially perform in accordance with this Agreement for Construction Management, as determined by the OWNER, or as otherwise defined herein; or

(vi) Failing or refusing to substantially perform in accordance with any other agreement between the OWNER and CONSTRUCTION MANAGER.

24.1.2 Upon identifying a breach, the OWNER will issue a written notice specifying the nature of the default and requesting that the CONSTRUCTION MANAGER cure the default within seven (7) calendar days from the date of the notice. If the CONSTRUCTION MANAGER fails to initiate or diligently continue the cure, the OWNER may issue a subsequent written notice requiring the default be cured within three (3) calendar days. If the breach remains, the OWNER may notify the CONSTRUCTION MANAGER in writing of its intent to immediately terminate this Agreement, and the OWNER, without prejudice to any other rights or remedies, undertake the following actions:

(i) Complete all or any part of the Work, including supplying workers, material and equipment which the OWNER deems expedient to complete the Work;

(ii) Contract with others to complete all or any part of the Work, including supplying workers, material, and equipment which the OWNER deems expedient to complete the Work;

(iii) Take such other action as is necessary to correct such failure;

(iv) Take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONSTRUCTION MANAGER that were purchased for and intended to become a part of the

Project. For leased equipment, the CONSTRUCTION MANAGER shall facilitate the continued use of the equipment or promptly secure a suitable substitute to prevent delays to the Project;

(v) Directly pay the CONSTRUCTION MANAGER's subcontractors and suppliers compensation due to them from the CONSTRUCTION MANAGER;

(vi) Finish the Work by whatever method the OWNER may deem expedient; and/or

(vii) Require the CONSTRUCTION MANAGER to assign the CONSTRUCTION MANAGER's right, title, and interest in any or all of CONSTRUCTION MANAGER's subcontracts or orders to the OWNER.

24.1.3 If the OWNER takes possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONSTRUCTION MANAGER as a result of OWNER's decision to terminate for cause, the CONSTRUCTION MANAGER's will be fairly compensated either through purchase or rental at the election of the OWNER. Compensation, however, is subject to the OWNER's right to recover damages resulting from the termination.

24.1.4 If the OWNER terminates this Agreement for Construction Management for Cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience.

24.2 **Termination Due to Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance under this Agreement for Construction Management, the CONSTRUCTION MANAGER will be promptly notified in writing and the Agreement shall be cancelled. The CONSTRUCTION MANAGER shall be reimbursed for the reasonable non-recurring costs incurred not amortized and for any fees earned on those costs. This includes prices of the goods or services delivered under this Agreement and reasonable documented demobilization costs.

24.3 **Termination or Suspension for Convenience.** The OWNER may at any time give written notice to the CONSTRUCTION MANAGER terminating this Agreement for Construction Management or suspending the Project, in whole or in part, for the OWNER's convenience and without cause ("Termination for Convenience"). If the OWNER suspends the Project for Convenience, the CONSTRUCTION MANAGER shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension. If the OWNER terminates for Cause, and it is subsequently determined that the grounds for the cause did not exist, the Termination for Cause shall be deemed a Termination for Convenience pursuant to this clause, effective from the original Termination for Cause notice date.

24.4 **CONSTRUCTION MANAGER's Compensation Upon Termination for Cause or Convenience.** If this Agreement for Construction Management is (i) terminated by the OWNER for Cause or Convenience, or (ii) suspended by the OWNER for more than three

(3) months, the OWNER shall only pay the CONSTRUCTION MANAGER for work actually and satisfactorily performed prior to the effective termination date, the fee earned through termination as well as a portion of the fee earned through the date of termination.

24.4.1 Compensation shall be limited to reasonable costs incurred in performing the work up to the date of termination, excluding any overhead or profit associated with unperformed work or anticipated profit.

24.4.2 The CONSTRUCTION MANAGER shall also be reimbursed for reasonable costs incurred in settling and paying claims arising out of the termination of subcontracts or supplier orders, excluding amounts that are covered under other provisions of this Agreement. Reasonable costs for this purpose shall include:

(i) Actual costs paid: the amounts actually paid to subcontractors or suppliers to settle claims, provided that these amounts are consistent with the original terms of the subcontracts or supplier orders;

(ii) Verification of Claims: Costs will be considered reasonable only if they are substantiated with documentation, such as invoices, receipts, or payment records, demonstrating that the claimed amounts were necessary and directly related to the terminated portion of the Work;

(iii) Mitigation of Cost: The CONSTRUCTION MANAGER must demonstrate that efforts were made where possible, such as negotiating lower settlement amounts or canceling orders without penalty;

(iv) Exclusion of Profit on Settled Claims: The CONSTRUCTION MANAGER shall not include any overhead, profit, or markup on settled claims. Only the actual amounts paid to third parties to discharge the claims will be considered; and

(v) Approval by OWNER: All claimed costs must be reviewed and approved by OWNER or an appointed representative. The OWNER reserves the right to audit or require additional justification for any costs deemed excessive or unrelated to the termination.

24.5 **CONSTRUCTION MANAGER's Compensation When OWNER Terminates for Cause.** If the OWNER terminates this Agreement for Construction Management for Cause, the CONSTRUCTION MANAGER shall be paid for all Work performed in compliance with the project specifications and accepted by the OWNER through the date of termination, less any costs, damages, or expenses incurred by the OWNER as a result of the CONSTRUCTION MANAGER's default, including applicable liquidated damages. No further payments shall be made until the OWNER determines all outstanding claims, costs, damages resulting from the termination, whether through settlement, litigation, or other resolution. Additionally, the CONSTRUCTION MANAGER shall reimburse the OWNER for any additional costs or expenses incurred as a result of the default.

24.6 **Limitation in Termination Compensation.** Regardless of the reason for termination, the total amount payable to the CONSTRUCTION MANAGER shall not exceed the adjusted

Contract Construction Price, minus any payments already made and penalties or deductions incurred under this Agreement. Payments will not include any duplication of compensation.

24.7 **CONSTRUCTION MANAGER's Responsibility Upon Termination.** Irrespective of the reason for termination or the party terminating, if this Agreement for Construction Management is terminated, the CONSTRUCTION MANAGER shall, unless notified otherwise by the OWNER:

24.7.1 Immediately stop work to the extent requested and ensure the site and structures are made safe;

24.7.2 Terminate or assign outstanding orders and subcontracts to OWNER, if requested;

24.7.3 Settle any liabilities and claims arising from the termination of subcontracts and orders; and

24.7.4 Transfer title and deliver to the OWNER such completed or partially completed Work, and, if paid for by the OWNER, materials, equipment, parts, fixtures, information, and such contract rights as the CONSTRUCTION MANAGER has.

24.8 **Lack of Duty to Terminate.** The right of either party to terminate or suspend the Work, as provided herein, shall not impose an obligation on the terminating party to exercise such right for the benefit of the other party or any third parties. Neither the OWNER or the CONSTRUCTION MANAGER shall be required to terminate or suspend the Agreement solely for the benefit of the other party or to avoid potential claims or disputes arising from such termination or suspension. The decision to terminate or suspend the Agreement remains at the sole discretion of the party exercising such right.

24.9 **Limitation on Termination Claim.** If the CONSTRUCTION MANAGER does not submit a claim for termination compensation within one (1) year from the effective date of termination, the OWNER shall only be liable for payment for services actually performed and expenses actually incurred up to the termination date. Any claims submitted after this one-year period shall not be considered, and the OWNER shall have no further liability beyond what is due for work completed and expenses incurred before termination.

ARTICLE 25
APPLICABLE LAW AND DISPUTE RESOLUTION

25.1 **Applicable State Law.** This Agreement for Construction Management shall be deemed to be entered into in and shall be interpreted under the laws of the state of Florida.

25.2 **Court Actions.** Except as expressly prohibited by law:

25.2.1 All legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located and having subject matter jurisdiction over the matter in controversy except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

25.2.2 The choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

25.2.3 The parties waive any right to assert the doctrine of *forum non conveniens* or to object to venue; and

25.2.4 The parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

25.3 **Mutual Discussion.** In case of any dispute, claim, question or disagreement, arising from or relating to the Project or arising out of this Agreement for Construction Management or the breach thereof, the parties shall first attempt resolution through mutual discussion.

25.4 **Facilitative Mediation.** If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Agreement for Construction Management or the breach thereof through mutual discussion, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. In the event that mediation pursuant to this section was not conducted within six (6) months prior to the initiation of any Court Action or litigation of any dispute, claim, question, or disagreement hereunder, the parties shall participate in the mediation described herein of the issues described in the Court Action or litigation within three (3) months of the initiation of any such Court Action or litigation.

25.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

25.4.2 The parties shall not be required to mediate for a period greater than ninety-one (91) calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings but shall each be responsible for their own expenses otherwise incurred.

25.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

25.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

25.4.5 The OWNER, the Professional(s), the CONSTRUCTION MANAGER, and any other parties involved in any way in the design or construction of the Project are each required to engage in mediation before initiating any litigation. This obligation applies to any party that has signed this Agreement for Construction Management, an agreement incorporating this Agreement by reference, or any other related agreement mandating mediation. Each party agrees to be joined in

mediation with other parties under any such agreement. If multiple mediations are commenced under these agreements and any party asserts that the mediations are substantially related, the mediations may be consolidated and conducted by the mediator selected in the earliest-commenced mediation.

25.5 **Conflicting Dispute Resolution Provisions.** Neither party to this Agreement for Construction Management shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

25.6 **Arbitration Preclusion.** In case of a dispute relating to the Project, or arising out of this Agreement for Construction Management, no party to this Agreement for Construction Management shall be required to participate in or be bound by, any arbitration proceedings.

25.7 **Performance During Dispute Resolution.** The OWNER and the CONSTRUCTION MANAGER agree that pending the resolution of any dispute, controversy, or question, the OWNER and the CONSTRUCTION MANAGER shall each continue to perform their respective obligations without interruption or delay, and the CONSTRUCTION MANAGER shall not stop or delay the performance of the Work as long as CONSTRUCTION MANAGER continues to be paid for undisputed amounts.

25.8 **Claims and Disputes.**

25.8.1 For purposes of this Agreement for Construction Management, a claim is a demand by one of the parties seeking an adjustment or interpretation of the Contract Documents, Contract Price, Contract Time, or seeking resolution to other disputes or matters in question between the OWNER and the CONSTRUCTION MANAGER. Claims must be initiated by written notice to the Professional and any other party within twenty-one (21) calendar days after reasonably recognizing that the event giving rise to the claim has or will have a cost or schedule impact, unless another provision of this Agreement for Construction Management sets a different time. Pending final resolution of a claim, except as otherwise agreed to in writing executed by the parties, the CONSTRUCTION MANAGER shall proceed diligently with performance of the Agreement for Construction Management and the OWNER shall continue to make payments in accordance with the Contract Documents. A claim shall be filed in accordance with this paragraph if the CONSTRUCTION MANAGER believes that additional cost is involved for reasons including but not limited to (i) a written interpretation from the Professional; (ii) an order by the OWNER to stop the Work where the CONSTRUCTION MANAGER was not at fault; (iii) a written order for a minor change in the Work issued by the Professional; (iv) failure of payment by the OWNER; (v) termination of this Agreement for Construction Management by the OWNER; (vi) OWNER's suspension; or (vii) other reasonable grounds.

25.8.2 Claims shall be referred initially to the Professional for decision. An initial decision by the Professional shall be required as a condition precedent to mediation, arbitration, or litigation of all claims between the CONSTRUCTION MANAGER

and the OWNER, unless thirty (30) calendar days have passed after the claim has been referred to the Professional with no decision having been rendered by the Professional. The Professional shall not decide disputes between the CONSTRUCTION MANAGER and persons or entities other than the OWNER.

25.8.3 The Professional shall review claims within ten (10) calendar days of receipt and shall either (i) request additional supporting data from the claimant or a response with supporting data from the other party, to be submitted to the Professional within ten (10) calendar days of receipt of the request; (ii) reject the claim in whole or in part; (iii) approve the claim; (iv) suggest a compromise; or (v) advise the parties that the Professional is unable to resolve the claim. The Professional shall have the option to seek information from or consult with either party or other persons with special knowledge who may assist the Professional in rendering a decision. The Professional may also retain other persons as necessary with prior written approval of the OWNER and at the OWNER's expense.

25.8.4 The Professional shall issue a written decision on any claim, including the reasons for the decision and any resulting changes to the Contract Price or Time. After the Professional renders the decision, the parties have thirty (30) calendar days to request mediation. If mediation is not requested within this period, the Professional's decision will be considered final and binding on both the OWNER and the CONSTRUCTION MANAGER.

25.8.5 Upon receiving a claim against the CONSTRUCTION MANAGER, the Professional or the OWNER may, but is not obligated to, notify the surety, if any, of the nature and amount of the claim. If the claim relates to the possibility of the CONSTRUCTION MANAGER's default, the Professional or the OWNER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 26
DAMAGES AND REMEDIES

26.1 **CONSTRUCTION MANAGER's Repair.** The CONSTRUCTION MANAGER shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Agreement, or any other applicable warranty or guarantee.

26.2 **CONSTRUCTION MANAGER's Reimbursement.** The CONSTRUCTION MANAGER shall promptly reimburse the OWNER for any expenses or damages incurred by the OWNER as a result of (i) the CONSTRUCTION MANAGER's failure to substantially perform in accordance with the terms of this Agreement for Construction Management; (ii) deficiencies or conflicts in the Construction Documents directly attributable to the CONSTRUCTION MANAGER or of which the CONSTRUCTION MANAGER was or should have been reasonably aware; (iii) breach of the warranties and guarantees set forth in this Agreement for Construction Management or any other applicable warranty or guarantee; or (iv) other acts or omissions of the CONSTRUCTION MANAGER.

26.3 **General Indemnity.** To the fullest extent permitted by law the CONSTRUCTION MANAGER shall hold harmless, indemnify, and, to the extent applicable, defend the OWNER, its officers, employees, and agents from and against any and all claims, damages, demands, suits, liabilities, losses, costs, fees and expenses (including reasonable attorney's fees and expert witness fees), to the extent caused by negligence, intentional wrongful acts, or breach of this Agreement by the CONSTRUCTION MANAGER or by the CONSTRUCTION MANAGER's subcontractors, suppliers, or their agents, employees, or servants, arising out of or resulting from the performance of the Work. This obligation extends to claims arising from bodily injury, sickness, death, or property damage (except to the Work itself but including loss of use) caused by the acts or omissions of the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER's obligations under this Article shall not extend to the liability of OWNER, the Professional(s), their consultants, or their agents and employees.

26.3.1 To the fullest extent permitted by law, the CONSTRUCTION MANAGER, on behalf of itself and its subcontractors and suppliers, and their respective agents, employees, and servants, expressly waives any and all statutory or common law immunity or damage limitations under workers' compensation, disability benefits, or similar statutes. This waiver ensures that such statutory limitations do not reduce or restrict the indemnification obligations set forth in this provision.

26.4 **Intellectual Property Indemnity.** To the fullest extent permitted by law, the CONSTRUCTION MANAGER shall hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, damages, losses, and expenses (including reasonable attorneys' fees and expert witnesses fees), to the extent caused by the CONSTRUCTION MANAGER's infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER or Professional(s) in writing. If the CONSTRUCTION MANAGER has reason to believe the use of a required design, process or product is an infringement of a patent, the CONSTRUCTION MANAGER shall be responsible for such loss unless such information is promptly given to the OWNER.

26.5 **Non-Exclusivity of OWNER's Remedies.** The OWNER's choice of any remedy for breach of this Agreement shall not limit or preclude the OWNER from pursuing any other remedy available under this Agreement or by law. Remedies specified in this Agreement are cumulative and not exclusive of any other legal remedies, unless expressly excluded. For delays, the OWNER's sole remedy is limited to liquidated damages as outlined in this Agreement.

26.6 **Waiver of Damages.** The CONSTRUCTION MANAGER and OWNER mutually waive any claims for, and shall not be entitled to, damages related to lost profits, lost business opportunities, unabsorbed overhead, or any indirect or consequential damages.

26.7 **Interest.** The OWNER shall be entitled to interest on any amount due from the CONSTRUCTION MANAGER that remain unpaid for (30) thirty days after they are deemed due, whether resulting from a dispute resolution or otherwise. Interest shall be calculated in accordance with the method set forth in Paragraph 15.8 of this Chapter.

ARTICLE 27
MISCELLANEOUS PROVISIONS

27.1 **Integration.** This Agreement for Construction Management represents the entire and integrated agreement between the OWNER and the CONSTRUCTION MANAGER, and supersedes all prior negotiations, representations, or agreements, either written or oral, for the Project. This Agreement for Construction Management may be amended only by written instruments signed by both the OWNER and the CONSTRUCTION MANAGER and is subject to such reasonable modifications as may be required by the OWNER's lender(s) or insurer(s), if any.

27.2 **Severability.** If any provision of this Agreement for Construction Management, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

27.3 **Waiver.** No provision of this Agreement for Construction Management may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement for Construction Management. Furthermore, no action or failure to act by the OWNER, Professional, or CONSTRUCTION MANAGER shall constitute a waiver of a right or duty afforded them under this Agreement for Construction Management, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

27.4 **Strict Compliance.** The OWNER's failure to enforce strict compliance with any provision of this Agreement does not release, modify, or affect the CONSTRUCTION MANAGER's obligations under this Agreement.

27.5 **Third-Party Beneficiaries.** This Agreement for Construction Management is for the sole benefit of the parties involved and their respective successors and assigns. Except as explicitly stated in this Agreement, it does not create any rights or causes of action for any third party against either the OWNER or the CONSTRUCTION MANAGER.

27.6 **Survival.** All provisions of this Agreement for Construction Management which contain continuing obligations shall survive its expiration or termination.

27.7 **Assignment.** Except as prohibited by applicable law, neither party may assign any part of its benefits or obligations under this Agreement without the written consent of the other party. Exceptions to this requirement include assignments for security purposes, assignments by the OWNER to a related Party of OWNER, or assignments in the event of default as specifically provided in this Agreement. Both the OWNER and the CONSTRUCTION MANAGER bind their successors and assigns to the other party to this Agreement for Construction Management.

27.8 **Execution of Documents**. Upon the OWNER's request, the CONSTRUCTION MANAGER shall execute any documents required by the OWNER's lender. These documents will affirm that, in the event of a default by the OWNER under a construction

loan agreement, the CONSTRUCTION MANAGER will complete the services required under this Agreement provided that the lender meets the OWNER's obligations to the CONSTRUCTION MANAGER as specified in this Agreement for Construction Management.

27.9 **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

27.10 **Prohibition Against Contingent Fees.** CONSTRUCTION MANAGER warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 28
DEFINITIONS

When one of the following capitalized words, terms or phrases is used in this Agreement, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Construction Price: Refers to the compensation for the Construction Phase and includes and is limited to the total cost of the Work set forth in this Agreement, General Conditions, and a fixed Management Fee, as provided by Chapter 1, Article 4.

Construction Documents: Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract Price: The total amount payable to the Construction Manager under this Agreement which includes compensation for Preconstruction Services and if applicable, the Construction Price for the execution of the Work, including any adjustments as may be permitted under this Agreement.

Contract Time: The period established by the Agreement within which the CONSTRUCTION MANAGER is required to achieve Substantial Completion and Final Completion of the Work, as defined in this Agreement. The Contract Time may be adjusted by Change Orders or other modifications allowed under the terms of the Agreement.

Critical Path Method Schedule: The Critical Path Method Schedule (CPM Schedule) is a detailed project schedule that identifies all tasks, their durations, dependencies, and critical path. It will be

used for planning, managing, and tracking project progress and must be updated regularly to reflect the current status of the Project.

Agreement for Construction Management: A written agreement between the OWNER and a CONSTRUCTION MANAGER for provision of goods, products, materials, equipment, systems, management, supervision, labor and services required to construct all or part of a Project.

Declaration of Substantial Completion: Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the OWNER.

Final Completion: The stage of construction when the Work has been completed in accordance with the Agreement for Construction Management and the OWNER has received all documents and items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

OWNER's Related Parties: Any parent, subsidiary, or affiliated entities of the OWNER, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, landscape architect, civil engineer, or geotechnical engineer, engaged directly by the OWNER to provide design or engineering services.

Project: A planned construction undertaking as more specifically described immediately preceding the recitals in Chapter 1 of the Agreement for Construction Management.

Site: The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion: The stage of construction when the OWNER can occupy or beneficially use satisfactorily completed Work for its intended purpose.

Total Project Construction Cost: The total cost to the OWNER to complete construction of the Project, including, without limitation, the Cost of the Work, the General Conditions, the Management Fee, and the OWNER's costs.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required by the Construction Documents to be performed or supplied for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project; provided, however, that Work does not include performance of pre-construction services by a CONSTRUCTION MANAGER.

[Balance of page left intentionally blank, signature pages begin on next page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: OWNER, through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action, and by CONSTRUCTION MANAGER, through its duly authorized representative.

ATTEST:

(CONSTRUCTION MANAGER)

_____
Witness

_____
Print Name

By:_____
(INSERT NAME, title),

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
STEPHEN KOONTZ,
Purchasing Manager

Date:_____

_____
Witness

_____
Print Name

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
CP/dbh
2/20/25
T:\Users\Legal Secretary CSB\Purchasing 2024\PS-5968.docx

APPENDICES

APPENDIX A

Pre-Construction Services Fees

- □ LUMP SUM or
- □ TIME AND MATERIAL NOT TO EXCEED

APPENDIX B

INDEX OF PRELIMINARY PLANS AND SPECIFICATIONS FOR THE PROJECT

[To be included in the Project-specific Scope of Services]

APPENDIX C

SCHEDULE FOR PERFORMANCE OF PRE-CONSTRUCTION SERVICES

[To be included in the Project-specific Scope of Services]

DRAFT APPENDIX D

SCHEDULE OF REQUIRED INSURANCE FOR PRE-CONSTRUCTION SERVICES

The CONSTRUCTION MANAGER shall provide and maintain at all times during the term of this contract without costs or expenses to the OWNER policies of insurance with a company or companies authorized to do business in the State of Florida and which are acceptable to the County, insuring the CONSTRUCTION MANAGER against any and all claims, demands or causes of action whatsoever, for injuries received, or damage to property relating to the performance of duties, services and/or obligations under this contract.

Such policies of insurance and confirming certificates of insurance shall ensure the CONSTRUCTION MANAGER is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSTRUCTION MANAGER must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical consultant, environmental, pollution, errors and omissions), limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided:

Builder's Risk at coverage value of: $ _____

Seminole County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear the general liability policy.

Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
1101 E. FIRST STREET
SANFORD, FL 32771

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the County.

The CONSTRUCTION MANAGER shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSTRUCTION MANAGER evidencing coverage and terms in accordance with the CONSTRUCTION MANAGER's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Agreement for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, will relieve the vendor of full responsibility of liability, damages, and accidents as set forth here

DRAFT APPENDIX E

SCHEDULE OF REQUIRED INSURANCE FOR CONSTRUCTION OF THE WORK

The CONSTRUCTION MANAGER shall provide and maintain at all times during the term of this contract without costs or expense to the County policies of insurance with a company or companies authorized to do business in the State of Florida and which are acceptable to the County, insuring the CONSTRUCTION MANAGER against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations under this contract.

Such policies of insurance and confirming certificates of insurance shall ensure the CONSTRUCTION MANAGER is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSTRUCTION MANAGER must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions,

etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided:

Builder's Risk at coverage value of: $ _____

Seminole County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
1101 E. FIRST STREET
SANFORD, FL 32771

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The CONSTRUCTION MANAGER shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSTRUCTION MANAGER evidencing coverage and terms in accordance with the CONSTRUCTION MANAGER's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Agreement for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

APPENDIX F

CONSTRUCTION MANAGER'S PRE-CONSTRUCTION AND CONSTRUCTION SERVICES TEAM

Project Executive:

Project Manager:

Administrative Executive:

Safety Director:

Superintendent:

Project Controller:

CONSTRUCTION MANAGER'S CONSTRUCTION SERVICES TEAM

CONTRUCTION MANAGER'S SUBCONTRACTORS AND SUPPLIER CHART

APPENDIX G

OWNER'S CONSULTANT CHART

[To be determined on a Project-specific basis]

PROFESSIONAL:

Representative:
Address:
Office:
Cell:
Direct:
E-mail:

General Duties:

APPENDIX H
REQUIRED FORM OF PAYMENT AND PERFORMANCE BOND

PAYMENT BOND
(100% OF Contract Price)
Seminole County Contract No. CC-3324-20/TAD

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called "Surety", are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY", in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____.

Legal Description of Property:

General description of the work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for _____ _____.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject; however, to the following conditions:

1. This Payment Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Payment Bond that a claimant's right of action on this Payment Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one (1) year time limitation within which suits may be brought.

3. This Payment Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish CONTRACTOR with a notice that (s)he may look to this Payment Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or non-compliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Payment Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Payment Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents. This Payment Bond shall not cover any components or materials directly purchased and paid for by COUNTY pursuant to Sales Tax Recovery.

5. The Performance Bond and this Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:	SURETY
	_____
By:_____ (Secretary)	By:_____ (Officer)
Name:_____ (Typed or Printed)	Name:_____ (Typed or Printed)
	Title:_____
	Address: _____
	City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. _____

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

herein after called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____

Legal Description of Property:

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for _____ _____.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorney's fees and costs and attorney's fees and costs on appeal) resulting from any failure to perform, up to 100 percent of the Contract Price and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted Contract Price.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to 100 percent of the Contract Price.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of

1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

APPENDIX I
AUTHORIZATION FOR CONSTRUCTION

EXHIBIT 1	**INDEX OF PLANS AND SPECIFICATIONS**
EXHIBIT 2	**CONSTRUCTION SCHEDULE**
EXHIBIT 3	**CONSTRUCTION MANAGER'S PROJECT**
TEAM EXHIBIT 4	**SCHEDULE OF VALUES**
EXHIBIT 5	**UNIT PRICES**
EXHIBIT 6	**CONSTRUCTION MANAGER'S SUBCONTRACTORS AND SUPPLIERS CHART**
EXHIBIT 7	**QUALIFICATIONS AND ASSUMPTIONS AS REQUIRED BY Chapter 2, Article 2, Section 2.7.5.6**
EXHIBIT 8	**SCHEDULE OF ALLOWANCES**

APPENDIX I
AUTHORIZATION FOR CONSTRUCTION

Pursuant to Chapter 1, Article 3 and Chapter 2, Article 2 of the Agreement for Construction Management between **Seminole County, Florida**, a political subdivision of the State of Florida ("OWNER") and _____ ("CONSTRUCTION MANAGER"), the OWNER and the CONSTRUCTION MANAGER hereby execute this Appendix K and further agree as set forth below.

1. **Guaranteed Maximum Price Proposal Acceptance**: The CONSTRUCTION MANAGER's Guaranteed Maximum Price ("GMP") proposal, including general conditions costs dated__, attached hereto and incorporated herein, is accepted by the OWNER.

2. **Construction Management Fee**: The Construction Management Fee is __percent (___%) of the Cost of the Work, as defined in Chapter 2, Article 2, Section 2.7.2.3. This Management Fee shall not exceed the applicable fee in the attached bid sheet. The Management Fee shall be paid as follows:

□ Percentage of the Cost of the Work; or

□ Fixed Sum (Upon Owner's sole discretion pursuant to Chapter 2, Article 2, Section 2.7.2.3).

3. **Subcontracts Costs**: The Subcontracts Cost is_____($_____).

4. **Estimated OWNER's Costs**: The Estimated OWNER's Costs, as defined in Chapter 2, Article 2, Subsection 2.7.3, shall be_____($__).

5. **Guaranteed Maximum Price**: The Guaranteed Maximum Price is ($_____).

6. **Substantial Completion Date**: The Date of Substantial Completion shall be_____.

7. **Final Completion Date**: The Date of Final Completion shall be either: (1) 30-days after date of substantial completion; or if applicable, (2) 30-days after receipt of OWNER's statutorily required list of items required to be rendered complete, satisfactory, and acceptable, pursuant to section 218.735, Florida Statutes.

8. **Authorization to Proceed**: The OWNER hereby issues this Authorization for Construction. A separate formal Notice to Proceed (NTP) will be issued after the execution of this Appendix and upon satisfaction of all preconditions stated herein. The estimated date for the commencement of construction activities is _____. The CONSTRUCTION MANAGER is authorized to commence construction activities only upon receipt of the formal Notice to Proceed.

9. **Conditions Precedent**: The following conditions must be met before the commencement of construction:

- All necessary permits and approvals
- Required insurance documentation must be submitted and approved
- [Any other conditions]

10. **Exhibits**: This Appendix K shall include the following Exhibits:

Exhibit 1: Index of Plans and Specifications
Exhibit 2: Construction Schedule
Exhibit 3: CONSTRUCTION MANAGER's Project Team
Exhibit 4: Schedule of Values
Exhibit 5: Unit Prices
Exhibit 6: CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart
Exhibit 7: Qualifications and Assumptions as required in Chapter 2, Article 2, Section 2.7.5.6
Exhibit 8: Schedule of Allowances

ATTEST:

(insert legal entity name)

_____
, Secretary

By:_____
(insert name, title)

(CORPORATE SEAL)

Date:_____

_____

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

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
CMP

APPENDIX J PROPOSED PRICING SCHEDULE

[insert]

File Number: 2025-968

Title:

Approve the Assignment and First Amendment of Master Services Agreement for Professional Lake Management Services (PS-6356-25/LTT) from Environmental Research and Design to ERD Water, LLC., and authorize the Purchasing and Contracts Division to execute the Amendment. Countywide **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Environmental Services

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Naomi Marinez/407-665-7110

Background:

PS-6356-25/LTT provides a consultant to perform professional lake management services. Services may include the development of hydrologic and nutrient budgets, limnological investigations, evaluation and conceptual planning of water quality best management practices, pollutant loading, groundwater and/or surface water sampling, development of water quality models and watershed management plans. The services support the Environmental Services Department with its watershed goals and regulatory compliance.

The County entered into this agreement with Environmental Research and Design Inc. on April 4, 2025. On September 29, 2025, Environmental Research and Design Inc. sold all its assets to ERD Water, LLC. via a Bill of Sale. Due to this acquisition, the ability to furnish the required lake management services was effectively transferred to ERD Water, LLC.

Under this Assignment and First Amendment to PS-6356-25/LTT, ERD Water, LLC. shall assume all obligations of the original Contract and agrees to be bound by all of

the original terms and conditions.

Requested Action:

Staff requests the Board approve the Assignment and First Amendment of Master Services Agreement for Professional Lake Management Services (PS-6356-25/LTT) from Environmental Research and Design to ERD Water, LLC., and authorize the Purchasing and Contracts Division to execute the Amendment.

ASSIGNMENT AND FIRST AMENDMENT OF MASTER SERVICES AGREEMENT FOR PROFESSIONAL LAKE MANAGEMENT SERVICES (PS-6356-25/LTT)

THIS ASSIGNMENT AND FIRST AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Original Agreement made and entered into on the 4th day of April, 2025, by and between, **ENVIRONMENTAL RESEARCH AND DESIGN, INC.**, whose address is 3419 Trentwood Blvd., Suite 102, Belle Isle, Florida 32812, in this Assignment and First Amendment referred to as "ASSIGNOR", **ERD WATER LLC** whose address is 3419 Trentwood Blvd, Belle Isle, Florida 32812, in this Assignment and First Amendment referred to as "ASSIGNEE" and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Assignment and First Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, ASSIGNOR and COUNTY entered into the above-referenced Original Agreement on April 4, 2025, to provide professional lake management services to COUNTY; and

WHEREAS, on September 29, 2025, ASSIGNOR sold to ASSIGNEE, and ASSIGNEE purchased from ASSIGNOR, via a Bill of Sale, all of ASSIGNOR's assets which were utilized in the provision of the lake management services; and

WHEREAS, due to ASSIGNEE's acquisition of all of ASSIGNOR's assets, ASSIGNOR's ability to furnish the required lake management services was effectively transferred to ASSIGNEE; and

WHEREAS, ASSIGNOR has requested to formally assign the work under the Original Agreement, effective September 29, 2025, to ASSIGNEE and ASSIGNEE desires to accept such from ASSIGNOR; and

WHEREAS, ASSIGNEE is competent and qualified to provide services to the COUNTY according to the terms and conditions stated in the Original Agreement; and

WHEREAS, COUNTY, ASSIGNOR, and ASSIGNEE have determined this Assignment of the Original Agreement from ASSIGNOR to ASSIGNEE will best serve the needs of all parties; and

WHEREAS, Section 16 of the Original Agreement prohibits the parties from assigning the Original Agreement without written consent of the other party; and

WHEREAS, COUNTY and ASSIGNEE also desire to revise Section 31 of the Original Agreement to enable them to continue to enjoy the mutual benefits the Original Agreement provides; and

WHEREAS, Section 23 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 covenants set forth in this Assignment and First Amendment, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Assignment and First Amendment upon which the parties have relied.

2. ASSIGNOR hereby assigns all of its rights and obligations in the Original Agreement to ASSIGNEE, effective September 29, 2025.

3. ASSIGNEE hereby accepts this Assignment, assumes all obligations of ASSIGNOR under the Original Agreement and agrees to be bound by the terms and conditions of the Original Agreement, as amended herein, to which ASSIGNOR previously agreed.

4. COUNTY hereby consents to this Assignment between ASSIGNOR and ASSIGNEE.

5. Effective as of the date of September 29, 2025, Section 31 of the Original Agreement is hereby deleted and replaced as follows:

Section 31. 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 Resource Management Department
1101 E. 1st Street
Sanford, Florida 32771

With a copy to:

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

For CONSULTANT:

ERD Water LLC
c/o Harvey Harper, Manager
3419 Trentwood Blvd.
Belle Isle, Florida 32812

6. Except as modified by this Assignment and First Amendment, all terms and conditions of the Original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and First Amendment for the purposes stated above.

ATTEST:

ASSIGNOR

ENVIRONMENTAL RESEARCH AND DESIGN, INC.

_____
Witness

By:_____
HARVEY H. HARPER III, President

_____
Print Name

_____
Witness

Date:_____

_____
Print Name

ATTEST:

ASSIGNEE

ERD WATER LLC

_____
Witness

By:_____
HARVEY HARPER, Manager

_____
Print Name

_____
Witness

Date:_____

_____
Print Name

The remainder of this page has been left intentionally blank.

SEMINOLE COUNTY, FLORIDA

By:_____
GLADYS MARROZOS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

AFL/sfa
10/03/2025
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ASSET PURCHASE AGREEMENT

AGREEMENT made as of **October 1, 2025,** between ENVIRONMENTAL RESEARCH AND DESIGN, INC., (hereinafter referred to as the "Seller"), and ERD WATER, LLC, a Florida limited liability company, with a place of business located at 3419 Trentwood Blvd. Belle Isle, FL 32812 (hereinafter referred to as the "Purchaser").

1**. SALE OF ASSETS:**

a. The Seller shall sell to the Purchaser as is, where is, free from all liabilities, encumbrances and interests of others, the customer list and intangible assets of the business known as ENVIRONMENTAL RESEARCH AND DESIGN, INC., together with all goodwill, domain names, websites, and phone numbers, all referred to hereinafter as the "Assets," as further defined in Exhibit A.

2. **PURCHASE PRICE:** The purchase price shall be the $1,273.89 paid from Buyer to Seller in cash at closing.

3. **REPRESENTATIONS BY SELLER:** The Seller warrants and represents the following:

A. It is the owner of and has good and marketable title to all the Assets, free from all encumbrances and interest of others.

B. To its knowledge, it has complied with all laws, rules and regulations of the city, state and federal governments.

C. It has paid all Social Security, withholding, sales, income and unemployment insurance taxes to the city, state and federal governments to date which would become a lien on the Assets.

D. Seller has not entered into any contract or other agreement, whether oral or written, that will be binding upon Purchaser, which have not been disclosed to Purchaser.

E. There are no judgments, liens, actions or proceedings pending against it in any court.

F. Seller is a corporation, duly organized and validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to consummate the transactions contemplated by this Agreement, and has, by proper corporate proceedings, duly authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein.

4. **COVENANTS OF SELLER:** The Seller covenants with the Purchaser as follows:

A. The Bill of Sale, in the form attached hereto as Exhibit "B", to be delivered at the closing will transfer all of the Assets, free of all encumbrances and interest of others. After closing, Seller shall execute and deliver to Purchaser such other instruments of conveyance and transfer and take such further action as Purchaser shall reasonably request in order to convey to Purchaser absolute title to the Assets.

B. The business of the Seller will be conducted up to the date of closing in accordance with all laws, rules and regulations of the city, state and federal governments.

C. (1) At the time of the closing, Seller will have no unpaid creditors including federal, state and local tax liabilities which would leave a lien on the Assets or a claim against Purchaser for the amount of their debt.

(2) Seller shall indemnify, protect and hold harmless the Purchaser, without the execution of any further documents, from and against all losses, damages, injuries, claims, demands and expenses, including reasonable attorneys' fees, for all proceedings, trials and appeals

arising out of or connected with or in any manner related to any action of the Seller, its agents and employees, arising out of transactions entered into or arising out of any statement of facts existing prior to the date of closing hereof, or arising out of any breach of a covenant, representation or warranty of the Seller contained herein, to include, but not be limited to, any product liability claim or breach of warranty, express or implied, arising out of the sales of goods by Seller prior to the date of closing. Purchaser shall be entitled to offset the amount of any such loss, expense or damage actually suffered against any amount owed by the Purchaser to the Seller.

(3) The Purchaser agrees that upon receipt by it of notice of any demand, claim, action or proceedings with respect to any matter as to which the Seller has agreed to indemnify the Purchaser hereunder the Purchaser will immediately give notice thereof in writing to the Seller, together with all details of such demand, assertion, claim, action, or proceeding as the Purchaser shall then have. The Seller shall have the right to contest and defend any demand, claim, action or proceeding with respect to which it has agreed to indemnify the Purchaser under the provisions of this Agreement; provided, however, that:

(a) Notice of the intention to contest shall be delivered to the Purchaser within twenty (20) calendar days from the date of receipt by the Seller of notice of the assertion of such demand, claim, action or proceeding;

(b) The Seller shall pay all costs and expenses, including all attorneys' and accountants' fees and the costs of any bond required by law to be posted in connection with such legal proceeding.

(c) If the Seller does not elect to take any part in any such proceedings, the Seller shall be bound by the results of any lawsuit instituted by the Purchaser, including without limitation any out-of-court settlement.

(d) If the Seller elects to contest any demand or claim, it shall not be obligated to make any payments to the Purchaser with respect thereto until Seller of Purchaser, as the case may be, shall have taken all legal actions possible to avail itself to all legal remedies to which it may be entitled. In any event, the parties agree to cooperate with each other in the pursuit of all legal remedies available.

E. No judgments or liens will be outstanding at the time of the closing against the Seller or against the Assets.

F. The Seller, up to the date of closing, will operate and maintain its business in the regular course, will not violate any contract connected with the business.

G. All representations and warranties made by the Seller shall be true at closing and shall survive the closing and the execution and delivery of any document or instrument in connection therewith.

5. **REPRESENTATIONS BY PURCHASER:** The Purchaser warrants and represents the following:

A. Purchaser has inspected and is familiar with the premises, the physical condition of the Assets and the financial condition of the business being sold hereunder.

B. Purchaser is a Limited Liability Company, duly authorized and a validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to consummate the transactions contemplated by this Agreement and had by proper corporate proceedings duly authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein.

C. The Purchaser covenants that from the date hereof until all remaining payments due under paragraph 1 of this Agreement are made to Seller, unless otherwise consented to in writing by the Seller:

(1) The Purchaser will maintain its status as a Limited Liability Company in good standing under the laws of the State of Florida and its franchise to do business as a foreign corporation in all other states where in its reasonable judgment its business activities warrant the same.

(2) The Purchaser will pay all bills as they become due.

(3) The Purchaser will not sell or otherwise transfer the Assets.

(4) Purchaser shall indemnify, protect and hold harmless the Seller, without the execution of any further documents, from and against all losses, damages, injuries, claims, demands and expenses, including reasonable attorneys' fees, for all proceedings, trials and appeals arising out of, or connected with, or in any manner related to any action of the Purchaser, its agents and employees, arising out of transactions entered into or arising out of any statement of facts existing subsequent to the date of closing hereof, or arising out of any breach of a covenant, representation or warranty of the Purchaser contained herein, to include, but not be limited to, any product liability claim or breach of warranty, express or implied, arising out of the sales of goods by Purchaser subsequent to the date of closing.

D. All representations and warranties made by the Buyer shall be true at closing and shall survive the closing and the execution and delivery of any document or instrument in connection therewith.

6. **CLOSING:**

A. The closing shall take place at the office of ERD Water LLC., commencing at 11:00 a.m. on **September 29, 2025**, or at such other location as agreed upon by the parties. The parties agree that closing may be conducted separately by Buyer and Seller and the documents executed in counterparts.

B. At the closing, the parties shall execute the following documents and take the actions hereinafter described:

(1) Seller shall execute and deliver a Bill of Sale conveying title to the Assets being sold herein, free and clear of all liens and encumbrances, to the Purchaser.

(2) Purchaser shall tender full payment to Seller.

7. **BROKER:** The parties hereto represent and agree that neither has contacted or used the services of any real estate or business broker or any other person who may claim a commission or compensation as a result of this Agreement and the transactions contemplated by this Agreement. In the event a broker's commission has been earned, the party whose acts resulted in the commission being earned shall indemnify and hold the other party harmless form all loss or damages including attorneys' fees.

8. **NOTICE:** If any party desires to give notice to the other, such notice shall be in writing and be deemed given when deposited in the U.S. mail, postage prepaid, certified mail, addressed to the party intended as follows:

To Seller:

ENVIRONMENTAL RESEARCH AND DESIGN, INC.
3419 Trentwood Blvd., Belle Isle, FL 32812

To Purchaser:

ERD WATER, LLC
3419 Trentwood Blvd., Belle Isle, FL 32812

9. **BREACH:** In the event of a default of this Agreement by Purchaser, the Seller shall be entitled to retain all sums paid to it by Purchaser as liquidated damages, as well as any other remedies available at law or in equity to it. Should Seller not comply with this Agreement, the Buyer shall have the right to the return of its earnest money deposit and the right to recover damages or to seek any other remedies at law or in equity available to it.

10. **MISCELLANEOUS:**

A. This Agreement shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

B. This Agreement shall be construed under the laws of the State of Florida.

C. Time is of the essence.

D. This Agreement shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate, of all parties of this Agreement.

E. This Agreement shall not be construed more strongly against any party, regardless of who was more responsible for its preparation.

F. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

G. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

H. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this Agreement, the non-prevailing party will be liable for all reasonable attorney's fees and attorneys' fees on appeal, travel expenses, deposition costs, expert witness expenses and fees, and any other costs of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution of defense of such action, plus court costs in all proceedings, trials and appeals.

I. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

J. The covenants, warranties and representations herein contained shall survive the closing of the transaction contemplated hereby.

K. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein.

Signed, sealed and delivered in our presence:

ENVIRONMENTAL RESEARCH AND DESIGN, INC.:

Harvey H. Harper, III

By: Harvey H. Harper, III

ERD WATER, LLC:

Harvey H. Harper, III

By: Harvey H. Harper, III

Asset List
Exhibit A

Tax Asset Detail 1/01/25 - 6/30/25

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Computer Equipment												
204		Delta Capital - Copier	2/01/96	4,418.90	4,418.90	0.00	4,418.90	0.00	4,418.90	0.00	200DB	5.0
205		Printer	3/01/96	261.82	261.82	0.00	261.82	0.00	261.82	0.00	200DB	5.0
207		AT & T - Mobile Phones	1/01/96	144.79	144.79	0.00	144.79	0.00	144.79	0.00	200DB	5.0
225		HP Color Laser Printer	6/22/00	2,663.77	0.00	0.00	2,663.77	0.00	2,663.77	0.00	200DB	5.0
231		Nikon Camera	3/29/01	1,316.49	1,316.49	0.00	1,316.49	0.00	1,316.49	0.00	200DB	7.0
233		Gateway Computer	6/25/01	1,073.78	1,073.78	0.00	1,073.78	0.00	1,073.78	0.00	200DB	5.0
243		Gateway computer	1/01/03	2,042.62	0.00	612.79	2,042.62	0.00	2,042.62	0.00	200DB	5.0
244		Digital Camera -Best Buy	1/01/03	680.26	0.00	204.08	680.26	0.00	680.26	0.00	200DB	7.0
245		Digital Camera-Circuit City	1/11/03	931.79	0.00	279.54	931.79	0.00	931.79	0.00	200DB	7.0
250		A400 Cannon Digital Camera	2/12/05	179.95	179.95	0.00	179.95	0.00	179.95	0.00	200DB	7.0
251		3200 Nikon Digital Camera	2/12/05	199.95	199.95	0.00	199.95	0.00	199.95	0.00	200DB	7.0
252		Coolpix 220 Digital Camera	2/12/05	129.95	129.95	0.00	129.95	0.00	129.95	0.00	200DB	7.0
253		Overhead Projector	3/31/05	149.95	149.95	0.00	149.95	0.00	149.95	0.00	200DB	7.0
255		Magicolor Printer	8/03/05	379.47	379.47	0.00	379.47	0.00	379.47	0.00	200DB	5.0
260		Gateway Computer & Printer	12/23/07	1,872.13	1,872.13	0.00	1,872.13	0.00	1,872.13	0.00	200DB	5.0
261		Dell Computer	1/29/09	1,104.42	1,104.42	0.00	1,104.42	0.00	1,104.42	0.00	200DB	5.0
262		Dell Computer	12/15/09	1,233.28	1,233.28	0.00	1,233.28	0.00	1,233.28	0.00	200DB	5.0
268		Computers-Best Buy	1/01/12	2,243.00	0.00	1,121.50	2,243.00	0.00	2,243.00	0.00	200DB	5.0
269		Computer	10/13/14	429.99	0.00	215.00	429.99	0.00	429.99	0.00	200DB	5.0
274		Apple Computer	5/16/18	3,616.71	3,616.71	0.00	3,616.71	0.00	3,616.71	0.00	200DB	5.0
276		041818	4/18/18	2,635.26	0.00	2,635.26	2,635.26	0.00	2,635.26	0.00	200DB	5.0
		Computer Equipment		27,708.28	0.00c	5,068.17	27,708.28	0.00	27,708.28	0.00		
Group: Furniture and Fixtures												
18		FILING CABINET	10/15/86	99.00	99.00	0.00	99.00	0.00	99.00	0.00	200DB	7.0
23		MARBLE TABLE	12/15/88	911.34	0.00	0.00	911.34	0.00	911.34	0.00	200DB	7.0
24		OFFICE FURNITURE	3/15/89	294.00	294.00	0.00	294.00	0.00	294.00	0.00	200DB	7.0
26		OFFICE EQUIPMENT	9/15/89	847.95	847.95	0.00	847.95	0.00	847.95	0.00	200DB	7.0
27		COMPUTER FURNITURE	10/15/89	785.40	785.40	0.00	785.40	0.00	785.40	0.00	200DB	7.0
40		CONFERENCE TABLE	7/15/90	369.94	0.00	0.00	369.94	0.00	369.94	0.00	200DB	7.0
41		MAP DRAWER-OFC FURN	7/15/90	459.40	0.00	0.00	459.40	0.00	459.40	0.00	200DB	7.0
42		PHONE SYSTEM	8/15/90	2,625.00	0.00	0.00	2,625.00	0.00	2,625.00	0.00	200DB	7.0
43		DESK	8/15/90	159.00	0.00	0.00	159.00	0.00	159.00	0.00	200DB	7.0
44		CREDENZA	8/15/90	399.00	0.00	0.00	399.00	0.00	399.00	0.00	200DB	7.0
45		MAP FILING CABINET	8/15/90	551.78	0.00	0.00	551.78	0.00	551.78	0.00	200DB	5.0
48		BOOKCASE	10/15/90	115.63	0.00	0.00	115.63	0.00	115.63	0.00	200DB	7.0
49		FILE CABINET	10/15/90	179.14	0.00	0.00	179.14	0.00	179.14	0.00	200DB	7.0
50		CHAIR	10/15/90	347.68	0.00	0.00	347.68	0.00	347.68	0.00	200DB	7.0
51		BOOK TOWER	10/15/90	528.94	0.00	0.00	528.94	0.00	528.94	0.00	200DB	7.0
52		CHAIR	12/15/90	339.83	0.00	0.00	339.83	0.00	339.83	0.00	200DB	7.0
54		POWER STRIP	7/15/91	154.00	0.00	0.00	154.00	0.00	154.00	0.00	200DB	7.0
57		BOOKCASE	11/15/91	155.00	155.00	0.00	155.00	0.00	155.00	0.00	200DB	7.0
59		OFFICE CHAIRS	3/15/91	936.54	0.00	0.00	936.54	0.00	936.54	0.00	200DB	7.0
60		MICRO CASSETTE TRANSC	4/15/91	314.82	0.00	0.00	314.82	0.00	314.82	0.00	200DB	7.0
63		MICRO RECORDER	5/15/92	168.54	168.54	0.00	168.54	0.00	168.54	0.00	200DB	7.0
64		OFFICE CHAIR	5/15/92	126.14	126.14	0.00	126.14	0.00	126.14	0.00	200DB	7.0
65		BOOKCASE	2/15/92	152.64	152.64	0.00	152.64	0.00	152.64	0.00	200DB	7.0

Tax Asset Detail 1/01/25 - 6/30/25

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Furniture and Fixtures (continued)												
66		DESK	2/15/92	265.00	265.00	0.00	265.00	0.00	265.00	0.00	200DB	7.0
68		FILING CABINET	2/15/92	115.54	115.54	0.00	115.54	0.00	115.54	0.00	200DB	7.0
69		HIGH BACK CHAIR	2/15/92	189.74	189.74	0.00	189.74	0.00	189.74	0.00	200DB	7.0
71		VERTICALS	12/15/92	190.60	190.60	0.00	190.60	0.00	190.60	0.00	200DB	7.0
72		CABINETS	11/15/92	1,378.22	1,378.22	0.00	1,378.22	0.00	1,378.22	0.00	200DB	7.0
73		COMPUTER DESK	6/15/93	726.30	0.00	0.00	726.30	0.00	726.30	0.00	200DB	7.0
78		OFFICE CHAIR	10/15/93	148.39	0.00	0.00	148.39	0.00	148.39	0.00	200DB	7.0
79		AUTOCAD CENTER	12/15/93	610.50	0.00	0.00	610.50	0.00	610.50	0.00	200DB	7.0
81		COMPUTER CENTER	12/15/93	179.14	0.00	0.00	179.14	0.00	179.14	0.00	200DB	7.0
82		DRAFTING S/W -CADO	8/15/94	2,353.00	2,353.00	0.00	2,353.00	0.00	2,353.00	0.00	200DB	7.0
83		TV/VCR	9/15/94	529.99	529.99	0.00	529.99	0.00	529.99	0.00	200DB	7.0
84		EQUIPMENT CART	11/15/94	199.85	199.85	0.00	199.85	0.00	199.85	0.00	200DB	7.0
85		DESK & BOOKCASE	4/15/96	1,509.34	1,509.34	0.00	1,509.34	0.00	1,509.34	0.00	200DB	7.0
86		OFFICE BOOKCASE	8/15/96	1,100.00	1,100.00	0.00	1,100.00	0.00	1,100.00	0.00	200DB	7.0
223		Daves Custom Reception Furniture	2/16/00	5,165.00	5,165.00	0.00	5,165.00	0.00	5,165.00	0.00	200DB	7.0
229		High Back Leather Chair	10/01/00	693.00	693.00	0.00	693.00	0.00	693.00	0.00	200DB	7.0
230		Bookshelves	10/01/00	1,071.00	1,071.00	0.00	1,071.00	0.00	1,071.00	0.00	200DB	7.0
234		Book Shelf	2/12/01	368.00	368.00	0.00	368.00	0.00	368.00	0.00	200DB	7.0
257		Bookcase	9/29/05	109.99	109.99	0.00	109.99	0.00	109.99	0.00	200DB	7.0
258		Chair	9/29/05	146.99	146.99	0.00	146.99	0.00	146.99	0.00	200DB	7.0
264		Baers Furniture	1/17/12	580.97	0.00	290.49	580.97	0.00	580.97	0.00	200DB	7.0
265		Jeromes Furniture	3/14/12	522.98	0.00	261.49	522.98	0.00	522.98	0.00	200DB	7.0
272		Display Equipment	10/01/92	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.0
273		Chair	1/01/92	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.0
		Furniture and Fixtures		29,174.25	0.00c	551.98	29,174.25	0.00	29,174.25	0.00		
Group: Intangibles												
217		Organizational Cost	8/01/97	1,325.00	0.00	0.00	1,325.00	0.00	1,325.00	0.00	Amort	15.00
		Intangibles		1,325.00	0.00c	0.00	1,325.00	0.00	1,325.00	0.00		
Group: Leasehold Improvements												
1		Plumbing & Electrical	6/15/90	1,392.00	0.00	0.00	1,392.00	0.00	1,392.00	0.00	200DB	7.0
2		Sign -#1668 & #1770	10/15/90	79.50	0.00	0.00	79.50	0.00	79.50	0.00	200DB	7.0
3		Plumbing for new sink	12/15/90	175.00	0.00	0.00	175.00	0.00	175.00	0.00	200DB	7.0
4		Wallpaper	8/15/91	189.66	189.66	0.00	189.66	0.00	189.66	0.00	200DB	7.0
5		Shed	6/15/92	689.00	0.00	0.00	689.00	0.00	689.00	0.00	200DB	7.0
6		Carpeting from reedy	9/15/94	1,229.29	0.00	0.00	1,229.29	0.00	1,229.29	0.00	200DB	7.0
7		Carpeting from Barry	6/15/96	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	200DB	7.0
8		Carpeting from Barry	7/15/96	3,765.34	0.00	0.00	3,765.34	0.00	3,765.34	0.00	200DB	7.0
238		Air Conditioner - Carpenters App S	6/24/02	5,081.84	0.00	1,524.55	5,081.84	0.00	5,081.84	0.00	200DB	7.0
		Leasehold Improvements		14,601.63	0.00c	1,524.55	14,601.63	0.00	14,601.63	0.00		

Tax Asset Detail 1/01/25 - 6/30/25

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Machinery and Equipment												
11		Office Vacuum-MBNA	6/15/98	454.74	454.74	0.00	454.74	0.00	454.74	0.00	200DB	5.0
19		Purchases-Chase Gold Visa	1/15/98	1,812.60	1,812.60	0.00	1,812.60	0.00	1,812.60	0.00	200DB	5.0
115		Nanopureii Filter Holder w/ Pump	6/01/87	1,638.00	0.00	0.00	1,638.00	0.00	1,638.00	0.00	200DB	5.0
116		Automatic Collection System	6/01/87	749.07	0.00	0.00	749.07	0.00	749.07	0.00	200DB	5.0
120		Constant Temp Oven	7/01/87	725.00	0.00	0.00	725.00	0.00	725.00	0.00	200DB	5.0
123		Dry Seal Dessicator	8/01/87	567.56	0.00	0.00	567.56	0.00	567.56	0.00	200DB	5.0
125		Chemical Cart	9/01/87	260.40	0.00	0.00	260.40	0.00	260.40	0.00	200DB	5.0
128		Glassware Cart	9/01/87	260.00	0.00	0.00	260.00	0.00	260.00	0.00	200DB	5.0
129		Shaking Water Bath	10/01/87	615.00	0.00	0.00	615.00	0.00	615.00	0.00	200DB	5.0
130		Filter Flourmeter	10/01/87	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00	200DB	5.0
131		Fume Hood with Blower	10/01/87	3,095.00	3,095.00	0.00	3,095.00	0.00	3,095.00	0.00	200DB	5.0
132		Acid Storage Cabinet	10/01/87	1,490.00	1,490.00	0.00	1,490.00	0.00	1,490.00	0.00	200DB	5.0
133		Variable Speed Stirer	10/01/87	949.00	949.00	0.00	949.00	0.00	949.00	0.00	200DB	5.0
134		Flourescent Illuminator	4/01/87	146.94	0.00	0.00	146.94	0.00	146.94	0.00	200DB	5.0
135		Bypass 59 Fume Hood	1/01/88	3,282.35	0.00	0.00	3,282.35	0.00	3,282.35	0.00	200DB	5.0
136		5 Pint Acid Cabinet	1/01/88	1,580.20	0.00	0.00	1,580.20	0.00	1,580.20	0.00	200DB	5.0
137		Stirer	8/01/88	415.80	0.00	0.00	415.80	0.00	415.80	0.00	200DB	5.0
138		Microscope	8/01/88	1,625.00	0.00	0.00	1,625.00	0.00	1,625.00	0.00	200DB	5.0
139		Illuminator	8/01/88	146.94	0.00	0.00	146.94	0.00	146.94	0.00	200DB	5.0
140		Sieve Shaker	8/01/88	697.20	0.00	0.00	697.20	0.00	697.20	0.00	200DB	5.0
141		Model 201 Digital Flourometer	9/01/88	2,150.00	0.00	0.00	2,150.00	0.00	2,150.00	0.00	200DB	5.0
142		Kroy Lettering Machine	9/01/88	421.66	421.66	0.00	421.66	0.00	421.66	0.00	200DB	5.0
143		Mayline Steel Table	9/01/88	549.29	549.29	0.00	549.29	0.00	549.29	0.00	200DB	5.0
145		Top Setting Wading Rod	9/01/88	525.00	525.00	0.00	525.00	0.00	525.00	0.00	200DB	5.0
146		Light Box	11/01/88	256.79	256.79	0.00	256.79	0.00	256.79	0.00	200DB	5.0
147		Equipment	11/01/88	828.00	828.00	0.00	828.00	0.00	828.00	0.00	200DB	5.0
148		Boat	10/01/88	6,784.00	0.00	0.00	6,784.00	0.00	6,784.00	0.00	200DB	5.0
149		200 Gallon Storage Tank	6/01/89	490.57	490.57	0.00	490.57	0.00	490.57	0.00	200DB	5.0
150		Pump Equipment	11/01/89	399.27	399.27	0.00	399.27	0.00	399.27	0.00	200DB	5.0
151		Depth Recorder	4/01/89	319.06	319.06	0.00	319.06	0.00	319.06	0.00	200DB	5.0
152		Dual Channel Recorder	5/01/89	830.34	830.34	0.00	830.34	0.00	830.34	0.00	200DB	5.0
153		Lab Equipment	3/01/90	208.85	208.85	0.00	208.85	0.00	208.85	0.00	200DB	5.0
157		Dredge, Elman Bottom - #1578	8/01/90	279.69	279.69	0.00	279.69	0.00	279.69	0.00	200DB	5.0
158		Trailer	9/01/90	901.00	901.00	0.00	901.00	0.00	901.00	0.00	200DB	5.0
159		Refrigerator	10/01/90	3,122.05	3,122.05	0.00	3,122.05	0.00	3,122.05	0.00	200DB	5.0
161		Lab Balance	12/01/90	1,222.81	0.00	0.00	1,222.81	0.00	1,222.81	0.00	200DB	5.0
162		Generator	9/01/91	528.94	528.94	0.00	528.94	0.00	528.94	0.00	200DB	5.0
164		Weather Station	4/01/92	361.50	361.50	0.00	361.50	0.00	361.50	0.00	200DB	5.0
165		Marketing Display Equipment	4/01/92	1,632.06	1,632.06	0.00	1,632.06	0.00	1,632.06	0.00	200DB	5.0
166		Boat	5/01/92	100.00	100.00	0.00	100.00	0.00	100.00	0.00	200DB	5.0
167		American Sigma Equipment	6/01/92	164.97	0.00	0.00	164.97	0.00	164.97	0.00	200DB	5.0
168		American Sigma Equipment	6/01/92	2,205.19	2,205.19	0.00	2,205.19	0.00	2,205.19	0.00	200DB	5.0
169		5 HP Gas Pump	10/01/92	394.32	394.32	0.00	394.32	0.00	394.32	0.00	200DB	5.0
170		Boat, Motor, Trailer	10/01/92	2,756.00	0.00	0.00	2,756.00	0.00	2,756.00	0.00	200DB	5.0
171		Outboard Motor	11/01/92	200.00	200.00	0.00	200.00	0.00	200.00	0.00	200DB	5.0
172		Sampling Equipment	11/01/92	346.89	346.89	0.00	346.89	0.00	346.89	0.00	200DB	5.0
173		Spectrometer - Down Payment	12/01/92	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00	200DB	5.0
175		Spectrometer	1/01/93	7,595.00	7,595.00	0.00	7,595.00	0.00	7,595.00	0.00	200DB	5.0
176		Acetelyne Burner	1/01/93	616.25	0.00	0.00	616.25	0.00	616.25	0.00	200DB	5.0

Tax Asset Detail 1/01/25 - 6/30/25

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Machinery and Equipment (continued)												
177		Hollow Cathode Lamps	1/01/93	2,016.00	2,016.00	0.00	2,016.00	0.00	2,016.00	0.00	200DB	5.0
180		Freight	1/01/93	234.50	234.50	0.00	234.50	0.00	234.50	0.00	200DB	5.0
181		Sales Tax	1/01/93	1,256.35	0.00	0.00	1,256.35	0.00	1,256.35	0.00	200DB	5.0
182		Turbidity Meter	1/01/93	948.70	0.00	0.00	948.70	0.00	948.70	0.00	200DB	5.0
183		Automatic Samplers (2)	2/01/93	4,430.00	4,430.00	0.00	4,430.00	0.00	4,430.00	0.00	200DB	5.0
184		Pump Banjo	3/01/93	259.46	0.00	0.00	259.46	0.00	259.46	0.00	200DB	5.0
185		Autoclave with Dryer	6/01/93	2,847.30	2,847.30	0.00	2,847.30	0.00	2,847.30	0.00	200DB	5.0
186		Cellular Phone	9/01/93	317.95	0.00	0.00	317.95	0.00	317.95	0.00	200DB	5.0
188		Bases (3)	4/01/94	765.00	765.00	0.00	765.00	0.00	765.00	0.00	200DB	5.0
190		Depth Sensor (1)	4/01/94	845.00	845.00	0.00	845.00	0.00	845.00	0.00	200DB	5.0
191		Horizontal Lay Tank	7/01/94	948.44	948.44	0.00	948.44	0.00	948.44	0.00	200DB	5.0
192		PH / ISE Meter	7/01/94	1,440.01	1,440.01	0.00	1,440.01	0.00	1,440.01	0.00	200DB	5.0
193		Sediment Sample Collector	7/01/94	296.80	296.80	0.00	296.80	0.00	296.80	0.00	200DB	5.0
196		Automatic Sampler	11/01/94	1,992.80	1,992.80	0.00	1,992.80	0.00	1,992.80	0.00	200DB	5.0
197		Microwave Receiver	12/01/94	268.95	268.95	0.00	268.95	0.00	268.95	0.00	200DB	5.0
198		Diving Gear	12/01/94	1,021.65	1,021.65	0.00	1,021.65	0.00	1,021.65	0.00	200DB	5.0
201		Lab Stirrer	2/01/95	1,645.34	1,645.34	0.00	1,645.34	0.00	1,645.34	0.00	200DB	5.0
203		Office Depot - TV	1/01/96	476.99	476.99	0.00	476.99	0.00	476.99	0.00	200DB	5.0
206		Hydrolab - Equipment	1/01/96	7,297.60	7,297.60	0.00	7,297.60	0.00	7,297.60	0.00	200DB	5.0
208		Texas Electronic - Equipment	1/01/96	553.00	553.00	0.00	553.00	0.00	553.00	0.00	200DB	5.0
209		Sears Refriderator	4/01/96	670.99	670.99	0.00	670.99	0.00	670.99	0.00	200DB	5.0
210		Microscope - Southern Micro	2/01/97	1,950.40	1,950.40	0.00	1,950.40	0.00	1,950.40	0.00	200DB	5.0
212		Lawn Mower	4/01/97	661.44	661.44	0.00	661.44	0.00	661.44	0.00	200DB	5.0
213		Jet Boat	9/01/97	8,443.00	8,443.00	0.00	8,443.00	0.00	8,443.00	0.00	200DB	5.0
215		SOUND ADVICE-CAMCORDER	10/17/98	1,165.89	0.00	0.00	1,165.89	0.00	1,165.89	0.00	200DB	5.0
218		5 HP Honda Pump	6/22/99	687.12	687.12	0.00	687.12	0.00	687.12	0.00	200DB	5.0
221		LI/COR, Inc.	8/02/99	3,613.76	3,613.76	0.00	3,613.76	0.00	3,613.76	0.00	200DB	5.0
224		AV Projector	8/14/00	6,082.28	6,082.28	0.00	6,082.28	0.00	6,082.28	0.00	200DB	5.0
227		Portable Flowmeter	10/04/00	2,860.64	2,860.64	0.00	2,860.64	0.00	2,860.64	0.00	200DB	5.0
228		Portable Pump	10/04/00	895.00	895.00	0.00	895.00	0.00	895.00	0.00	200DB	5.0
232		Tank Trailer	6/25/01	2,564.14	2,564.14	0.00	2,564.14	0.00	2,564.14	0.00	200DB	7.0
235		Water Bath - Fisher Scientific	3/13/01	2,427.60	2,427.60	0.00	2,427.60	0.00	2,427.60	0.00	200DB	7.0
236		Global Level Recorder	8/10/01	906.00	906.00	0.00	906.00	0.00	906.00	0.00	200DB	7.0
237		Lab Refrigerator - 45 Cu. Ft.	10/08/01	2,507.44	2,507.44	0.00	2,507.44	0.00	2,507.44	0.00	200DB	7.0
239		Hydrolab Corp - Quanta System	5/05/02	4,553.50	4,553.50	0.00	4,553.50	0.00	4,553.50	0.00	200DB	7.0
240		Hydrolab - Quanta System	5/09/02	568.00	568.00	0.00	568.00	0.00	568.00	0.00	200DB	7.0
242		Equipment - Hydrolab Corp	11/04/02	5,680.00	5,680.00	0.00	5,680.00	0.00	5,680.00	0.00	200DB	7.0
246		New engine for boat-repairs	4/24/03	9,213.15	0.00	2,763.95	9,213.15	0.00	9,213.15	0.00	200DB	7.0
247		Aluminum boat	5/27/03	8,470.89	0.00	4,235.45	8,470.89	0.00	8,470.89	0.00	200DB	7.0
254		Flow Tracker	5/23/05	8,369.70	8,369.70	0.00	8,369.70	0.00	8,369.70	0.00	200DB	7.0
259		Portable Pump	9/29/05	135.99	135.99	0.00	135.99	0.00	135.99	0.00	200DB	7.0
266		Best Buy Eqpt	2/21/12	793.84	0.00	396.92	793.84	0.00	793.84	0.00	200DB	5.0
267		Best Buy Eqpt	3/14/12	1,605.32	0.00	802.66	1,605.32	0.00	1,605.32	0.00	200DB	5.0
271		50 HP Mercury Motor	2/16/16	3,600.00	0.00	1,800.00	3,600.00	0.00	3,600.00	0.00	200DB	7.0
275		Xxylem Pump	3/29/18	3,520.00	3,520.00	0.00	3,520.00	0.00	3,520.00	0.00	200DB	7.0
277		IN-Situ Water Monitor	5/25/21	4,594.01	0.00	4,594.01	4,594.01	0.00	4,594.01	0.00	200DB	7.0
279		In-Situ	8/27/21	3,923.05	0.00	3,923.05	3,923.05	0.00	3,923.05	0.00	200DB	7.0

Tax Asset Detail 1/01/25 - 6/30/25

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Machinery and Equipment (continued)												
		Machinery and Equipment		191,525.29	0.00c	18,516.04	191,525.29	0.00	191,525.29	0.00		
Group: Software												
202		Computer Software	3/01/95	1,007.00	0.00	0.00	1,007.00	0.00	1,007.00	0.00	Amort	3.00
216		CADD DEVELOPMENT-SOFTW/	10/23/98	457.74	0.00	0.00	457.74	0.00	457.74	0.00	200DB	5.0
249		Software - Autocad	3/09/04	3,729.83	3,729.83	0.00	3,729.83	0.00	3,729.83	0.00	Amort	3.00
256		Autocad Software	3/31/05	636.65	636.65	0.00	636.65	0.00	636.65	0.00	Amort	3.00
		Software		5,831.22	0.00c	0.00	5,831.22	0.00	5,831.22	0.00		
Group: Vehicles												
9		Nissan 4x4 Pickup	1/15/87	15,204.99	0.00	0.00	15,204.99	0.00	15,204.99	0.00	200DB	5.0
10		Weld rite trailer hitch	8/15/90	226.69	226.69	0.00	226.69	0.00	226.69	0.00	200DB	5.0
12		'86 Ford Bronco	9/15/93	3,882.85	0.00	0.00	3,882.85	0.00	3,882.85	0.00	200DB	5.0
14		Ramlin Trailer	8/15/94	7,632.00	0.00	0.00	7,632.00	0.00	7,632.00	0.00	200DB	5.0
219		1999 Toyota Landcruiser	5/31/99	51,736.77	12,367.12	0.00	51,736.77	0.00	51,736.77	0.00	200DB	5.0
226		Greenway Ford	6/10/00	38,851.13	569.31	0.00	38,851.13	0.00	38,851.13	0.00	200DB	5.0
241		Boat Trailer	8/03/02	758.89	0.00	227.67	756.98	0.00	756.98	1.91	200DB	5.0
263		Boat Trailer	2/25/10	2,598.60	2,598.60	0.00	2,598.60	0.00	2,598.60	0.00	200DB	5.0
270		2009 F150 Ford Truck-Recd for ass	4/17/14	25,761.80	0.00	12,880.90	25,613.41	0.00	25,613.41	148.39	200DB	5.0
280		Toyota Tacoma	2/28/23	14,630.04	0.00	11,704.03	13,225.55	280.90	13,506.45	1,123.59	200DB	5.0
		Vehicles		161,283.76	0.00c	24,812.60	159,728.97	280.90	160,009.87	1,273.89		
		Grand Total		431,449.43	0.00c	50,473.34	429,894.64	280.90	430,175.54	1,273.89		
		Intangible Assets		1,325.00	0.00c	0.00	1,325.00	0.00	1,325.00	0.00		
		Other Assets		430,124.43	0.00c	50,473.34	428,569.64	280.90	428,850.54	1,273.89		

Bill of Sale

Know All Men by These Presents, That ENVIRONMENTAL RESEARCH AND DESIGN, INC., of 3419 Trentwood Blvd., Belle Isle, FL 32812, party of the first part, for and in consideration of the sum of on thousand two hundred seventy three dollars and 89/100 ($1,273.89), lawful money of the United States, to me paid by ERD WATER, LLC, a Florida Limited Liability Company, of 3419 Trentwood Blvd., Belle Isle, FL 32812, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto said party of the second part, his heirs, executors, administrators and assigns, the following goods and chattel:

See Attached Exhibit A	

To Have and to Hold the same unto said party of the second part, his heirs, executors, administrators and assigns forever.

And I do, for myself and my heirs, executors, administrators covenant to and with the said party of the second part, his heirs, executors, administrators and assigns, that I am the lawful owner of the above specified goods and chattels; that they are free from all encumbrances; that I have good right to sell the same, and that I will warrant and defend the sale of said property, goods and chattels hereby made, unto said party of the second part, his heirs, executors and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, I have hereunto set my hand and seal this 29th SEPTEMBER, 2025

Signed, sealed and delivered in our presence:

ENVIRONMENTAL RESEARCH AND DESIGN, INC.:

Harvey H. Harper, III

By: Harvey H. Harper, III

File Number: 2025-974

Title:

Approve execution of the dedication and authorize the Chairman to sign the Casselberry Public Safety Facility Final Plat related to the construction of Fire Station 25. District4 - Lockhart **(Stephen Koontz, Administrative Services Deputy Director)**

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

On December 22, 2014, Seminole County entered into the Fire and Emergency Medical Services Interlocal Agreement between Seminole County and City of Casselberry ("ILA"), which consolidated fire and emergency medical services for the City of Casselberry with Seminole County. Section 6 of the ILA requires that the parties work jointly to develop the Wilshire Property, owned by the City, into a police station for the City and a fire station for the County. The City has constructed its police station on its portion of the Wilshire Boulevard property. The first amendment to the ILA is dated February 14, 2017, and the second amendment is dated December 10, 2024. The second amendment amended the ILA to specify the responsibilities of the City and County as to the development of the Wilshire Property and construction and operation of Fire Station 25.

The City of Casselberry Police Department is situated on the western parcel (Lot 1), and the Seminole County Fire Department (SCFD) plans to construct a fire station on the eastern parcel (Lot 2). SCFD received site plan approval (SPR 25-01) for the new fire station from the City's Planning and Zoning Commission (P&Z) on May 14, 2025. On June 23, 2025, the City of Casselberry approved resolution 25-3520 - Casselberry Public Safety Facility Final Plat. The plat is being placed on the Board of County

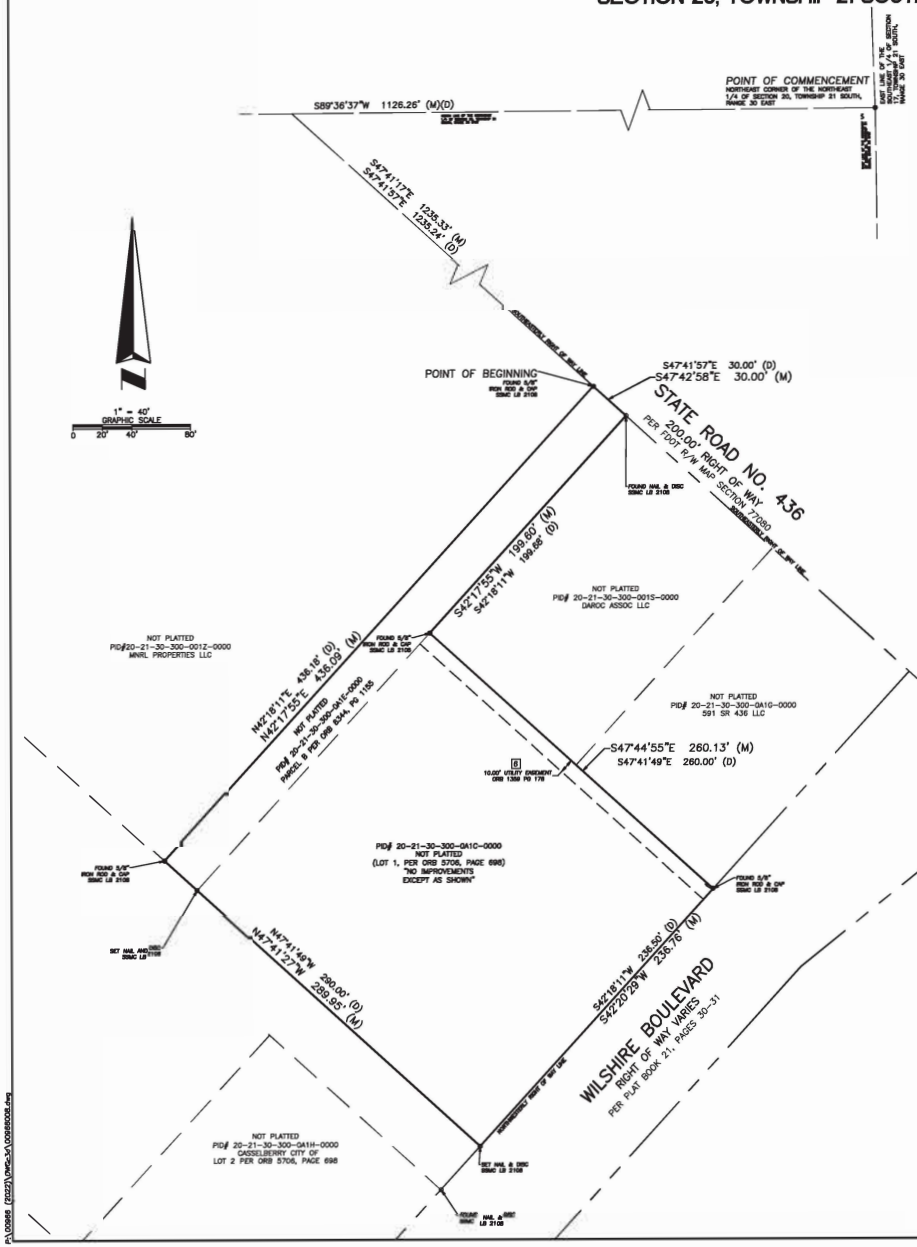
Commissioners meeting agenda to authorize the Chairman to execute the plat dedication as an owner of the property being platted.

Requested Action:

Staff requests the Board approve the execution of the dedication and authorize the Chairman to sign the Casselberry Public Safety Facility Final Plat related to the construction of Fire Station 25.

SEMINOLE COUNTY FIRE STATION NO. 25

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA



SYMBOL LEGEND:

- = BURIED CABLE TV PEDESTAL
- = BURIED ELECTRIC PEDESTAL
- = BACKFLOW PREVENTER
- = BURIED TELEPHONE PEDESTAL
- = CONCRETE MONUMENT
- = CLEAN OUT
- = ELECTRIC SERVICE METER
- = FIRE DEPARTMENT CONNECTION
- = FLAT GRATE INLET
- = FIRE HYDRANT
- = HAND HOLE
- = IRON ROD
- = LIGHT POLE
- = MONITORING WELL
- = NAIL W/DISC
- = UTILITY POLE
- = POST/BOLLARD
- = SANITARY MANHOLE
- = NON-TRAFFIC SIGN
- = TRAFFIC CONTROLLER CABINET
- = TRAFFIC SIGN
- = TRANSFORMER ON SLAB
- = UTILITY MARKER
- = WATER METER
- = WATER VALVE

LINETYPE LEGEND:

- -X- = CHAINLINK FENCE
- -OHL- = OVERHEAD UTILITY LINE
- -WL- = WATER LINE
- -BCL- = BURIED CABLE LINE
- -GM- = GAS MAIN

ABBREVIATION LEGEND:

- ID = IDENTIFICATION
- CM = CONCRETE MONUMENT
- IR = IRON ROD
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- NAVD = NORTH AMERICAN VERTICAL DATUM
- INV = INVERT
- LB = LICENSED BUSINESS
- RLS = REGISTERED LAND SURVEYOR
- PID = PARCEL IDENTIFICATION
- (M) = MEASURED
- (D) = DEED
- [X] = CORRECTION DUE TO APPARENT SCRIVENER ERROR
- TRAV.PT. = TRAVERSE POINT
- RLS = PROFESSIONAL LAND SURVEYOR
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION

PIPE LEGEND:

- PVC = POLYVINYL CHLORIDE PIPE
- RCP = REINFORCED CONCRETE PIPE

TREE LEGEND:

SIZE SHOWN IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT

- = PALM
- = TREE
- O = OAK
- CA = CAMPHOR
- CB = CHINABERRY
- CH = CHERRY
- E = ELM

HATCHING LEGEND:

- = ASPHALT PAVEMENT
- = CONCRETE

SCHEDULE B-II EXCEPTIONS

The following are items found in Schedule B Section II of title by Old Republic National Title Insurance Company title insurance commitment #1588046A2 dated December 5, 2024. Numbers 1-4 are standard exceptions and not a survey matter.

5. Rights of the lessees under unrecorded lease. (NOT A SURVEY MATTER)
6. Conditions, restrictions and easements contained in the Deed recorded in O.R. Book 1359, Page 176, Public Records of Seminole County, Florida. (AS SHOWN)
7. INTENTIONALLY DELETED
8. Annexation Agreement recorded in O.R. Book 7116, Page 1960, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
9. Ordinance No. 09-1283 recorded in O.R. Book 7154, Page 213, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
10. Easement to Duke Energy recorded in O.R. Book 10386, Page 1033, Public Records of Seminole County, Florida. (NOT PLOTTABLE)
11. Ordinance No. 14-1412 recorded in O.R. Book 8393, Page 68, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
12. Conditional Utility Agreement recorded in O.R. Book 10164, Page 775, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
13. Water, Sewer and Service Agreement recorded in O.R. Book 583, Page 391, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
14. Easement to Florida Power Corporation recorded in O.R. Book 1002, Page 1446, Public Records of Seminole County, Florida. (DOES AFFECT PARCEL. BLANKET, NOT PLOTTABLE)
15. Decree Creating and Incorporating Lake Howell Water and Reclamation District recorded in O.R. Book 589, Page 545, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
16. Covenants, conditions, and restrictions contained in the Special Warranty Deed recorded in O.R. Book 8344, Page 1155, Public Records of Seminole County, Florida. (NOT A SURVEY MATTER)
17. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Southeastern Surveying and Mapping Corporation bearing Drawing #00966008.

DESCRIPTION (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT #1588046A1):

A portion of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East situated in the City of Casselberry, Seminole County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 20; thence S 89°36'37" W along the North line of said Northeast 1/4, a distance of 1126.26 feet to a point on the Southeasterly Right-of- Way line of State Road 436 (200.00 foot Right-of-Way) per Florida Department of Transportation Right- of-Way Map Section 77080; thence S 47°41'57" E along said Southeasterly Right-of-Way line a distance of 1235.24 feet to the Point of Beginning; thence continue along said Southeasterly Right-of-Way line run S 47°41'57" E, a distance of 30.00 feet; thence departing said Southeasterly Right-of-Way line run S 42°18'11" W, a distance of 199.66 feet; thence S 47°41'49" E, a distance of 260.00 feet to a point on the Northwesterly Right-of-Way line of Wilshire Boulevard (variable Right-of-Way width) per Plat Book 21, Page 30 of the Public Records of Seminole County, Florida; thence S 42°18'11" W along said Northwesterly Right-of-Way line, a distance of 236.50 feet; thence departing said Northwesterly Right- of-Way line run N 47°41'49" W, a distance of 290.00 feet; thence N 42°18'11" E, a distance of 436.16 feet to the Point of Beginning.

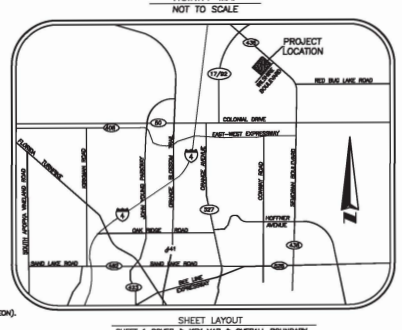
CONTAINS 1.71 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF MARKINGS BY SOUTHEASTERN SURVEYING & MAPPING CORP. FIELD MARKINGS ARE BASED ON SIGNALS RECEIVED FROM GROUND PENETRATING RADAR (GPR) AND ELECTRONIC EQUIPMENT. LOCATIONS ARE APPROXIMATE AND TEST HOLES SHOULD BE PERFORMED FOR VERIFICATION.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD BEING SOUTH 42°20'29" WEST. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
10. VERTICAL INFORMATION SHOWN HEREON REFERS TO SEMINOLE COUNTY BENCHMARK #8033403 WITH A PUBLISHED ELEVATION OF 90.237 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).
11. HORIZONTAL FEATURES SHOWN ON THE MAP REFER TO A NATIONAL GEODETIC SURVEY POINT WITH DESIGNATION "OPS 0192 / VALERIE", SEMINOLE COUNTY CONTROL DATA DESIGNATION NUMBER: 42635019 AND IS RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. DISTANCES SHOWN ARE GRID DISTANCES.
12. IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
13. RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE SEMINOLE COUNTY PROPERTY APPRAISERS WEB SITE.
14. ADJACENT PROPERTY INFORMATION SHOWN HEREON WAS NOT FURNISHED TO THIS SURVEYOR, AND WAS COMPILED USING LATEST AVAILABLE DATA. NO ATTEMPT WAS MADE BY THIS SURVEYOR TO VERIFY ITS ACCURACY.
15. THE ABOVE DESCRIBED PARCEL CONTAINS 1.71 ACRES, MORE OR LESS.
16. FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT; OWNERSHIP OF FENCES, IF ANY, ARE UNKNOWN.
17. THE BOUNDARIES HEREON HAVE BEEN ROTATED TO FIT THE ADJACENT PUBLIC SAFETY COMPLEX TO THE WEST.
18. THIS SURVEY HAS BEEN MADE WITH THE BENEFIT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. 1588046A1, EFFECTIVE NOVEMBER 6, 2024 AT 11:00 P.M.
19. I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).

NOTICE OF LIABILITY:
THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

VICINITY MAP
NOT TO SCALE



SHEET LAYOUT

SHEET 1 COVER & KEY MAP & OVERALL BOUNDARY
SHEET 2 BOUNDARY & TOPOGRAPHIC DETAILS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
SSMC
SUE • SURVEY • GIS
6900 All American Boulevard
Orlando, Florida 32810-5605
(407) 896-0594 FAX (407) 896-5980
e-mail: info@southeasternsurveying.com
Certificate Number LB3105

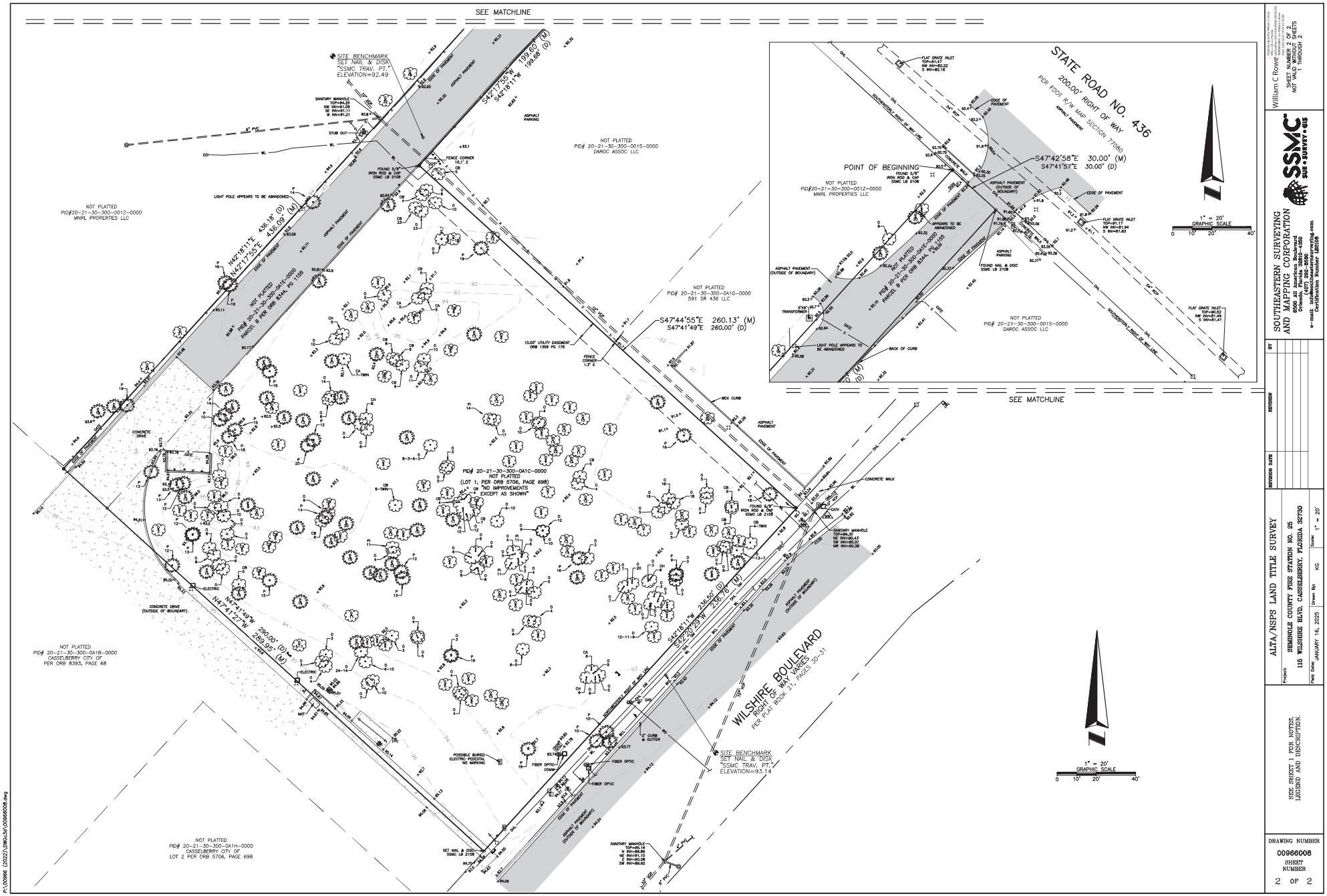
Certified to:
CITY OF CASSELBERRY, FLORIDA
SEMINOLE COUNTY, FLORIDA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GARCIA-PRESS COMPANY
ROBERT A. AGRESTA & SALZMAN, P.A.

ALTA/NSPS LAND TITLE SURVEY
Project: SEMINOLE COUNTY FIRE STATION NO. 25
115 WILSHIRE BLVD, CASSELBERRY, FLORIDA 32730
Field Date: JANUARY 15, 2025 | Drawn By: KG | Scale: AS SHOWN

DRAWING NUMBER
00966008
SHEET NUMBER
1 OF 2

SHEET NUMBER 1 OF 2
NOT VALID WITHOUT SHEETS 1 THROUGH 2

P:\00966 (2025)\DWG\SURVEY\00966008.dwg



SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

ALTA/NSPS LAND TITLE SURVEY

Project: SEMINOLE COUNTY FIRE STATION NO. 25
115 WILSHIRE BLVD, CASSELBERRY, FLORIDA 32730

Field Date: JANUARY 16, 2025 | Drawn By: KG | Scale: 1" = 20'

REVISION	REVISION DATE	BY

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4580
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number LB2108

SSMC SALE • SURVEY • GIS

Digitally signed by William C Rowe
Date: 2025.03.27 15:04:21 -04'00'

William C Rowe
REGISTERED LAND SURVEYOR
STATE OF FLORIDA
NO. 6316

SHEET NUMBER 2 OF 2
NOT VALID WITHOUT SHEETS 1 THROUGH 2

DRAWING NUMBER
00966008
SHEET NUMBER
2 OF 2

P:\00966 (2022)\DWGs\00966008.dwg

FIRST AMENDMENT TO FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY

THIS FIRST AMENDMENT is to that certain Agreement made and entered into on the 22nd day of December, 2014, between **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, hereinafter referred to as "COUNTY," and **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, CITY and COUNTY entered into the above referenced Agreement on December 22, 2014, to provide fire, rescue, and emergency medical services to CITY (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement so as clarify the provision regarding fire taxes and fees, to provide for CITY's fire impact fees, to modify the cost responsibility for maintenance of Fire Station 25 set forth in the Attachment C Lease of Fire Station 25, to modify the list of personal property being transferred from CITY to COUNTY, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 10 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

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

1. Section 4(a) of the Agreement is amended as follows:

(a) Fire Taxes/Rates. CITY agrees to implement COUNTY's Fire/Rescue Municipal Services Taxing Unit (MSTU) effective October 1, 2015 and as the MSTU millage rate may be revised from time to time. CITY's initial implementation of the MSTU millage rate must be in a manner that is revenue neutral with respect to the aggregate millage rates that CITY residents pay collectively to CITY and COUNTY. The millage rate for COUNTY Fire MSTU rate is 2.3299 mills as of the Effective Date of this Agreement. If CITY does not reduce its general operating millage rate by at least 2.3299 mills for fiscal year 2015/2016, then CITY will be in material breach of this Agreement entitling COUNTY to terminate this Agreement pursuant to Section 7(c) below. The process for CITY to determine its general operating millage rate for fiscal year 2015/2016 remains subject to the requirements of Sections 286.0105 and 286.011, Florida Statutes (2015), concerning public meetings, as these statutes may be amended from time to time, and all other applicable law.

2. New Section 4(e) of the Agreement is added as follows:

(e) Fire Impact Fees:

(1) Fire Impact Fees collected by the CITY prior to October 1, 2015 will remain CITY property and be expended for eligible capital improvements on or before that date.

(2) CITY shall collect the Fire Impact Fees after October 1, 2015. Impact Fees imposed and collected after October 1, 2015 will be COUNTY property and will be remitted to COUNTY on at least quarterly basis along with sufficient accounting and supporting documentation from CITY as to the parties' planned use of these fees. These fees will be retained in COUNTY's Fire Impact Fee Fund to be used for future capital improvements for the

expansion of fire and emergency services within the CITY as required by law and subject to the joint approval of CITY and COUNTY.

(3) COUNTY shall provide written, advance notice to CITY as to proposed expenditures of the Fire Impact Fee proceeds collected within the CITY and obtain CITY's concurrence in the proposed expenditures. CITY and COUNTY shall confer jointly on an annual basis as to projected capital expansion needs to be financed in whole or in part from the Fire Impact Fees.

(4) At such time as COUNTY implements a future revision to its current Fire Impact Fee rate schedule after appropriate analysis, CITY shall adopt COUNTY's revised Fire Impact Fee rate and schedule.

3. Attachment C of the Agreement, Lease Agreement for Fire Station 25, is amended by deleting Section 4 of this Lease Agreement and replacing it with the following in both Attachment C to the Agreement and in the Lease Agreement itself:

Section 4. Repairs and Maintenance. During the term of this Lease Agreement, COUNTY agrees to maintain, at its expense, the Leased Premises in a clean condition, free from debris, normal wear and tear excepted. COUNTY shall perform the maintenance services for the grounds and structural portion of the buildings on the Leased Premises at CITY's expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing for two (2) years from the Effective Date of this Lease Agreement, after which COUNTY shall continue these responsibilities at COUNTY's expense. During this two-year period, COUNTY shall bill CITY for these expenses by the 10th day of each month following the month in which these

responsibilities are performed. CITY shall pay these bills in accordance with Chapter 218, Part VII, Florida Statutes (2015), as this statute may be amended from time to time. The expenses described in this Section 4 that CITY reimburses to COUNTY will not be included in the Fire/EMS operational expenditures described in Section 4(c)(2) of the Fire and Emergency Medical Services Interlocal Agreement between Seminole County and City of Casselberry. COUNTY shall also maintain, at its expense, all other portions of the buildings on the Leased Premises occupied by COUNTY including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

4. Attachment E of the Agreement is deleted and replaced with the Attachment E attached to this First Amendment.

5. Except as modified by this First Amendment, all terms and conditions of the Agreement will remain in full force and effect for the term of the Agreement, as originally set forth in this Agreement.

6. The Effective Date of this First Amendment will be the date when the last party has properly executed this First Amendment as determined by the date set forth immediately below the respective signatures of the parties.

[Balance of this page intentionally blank; signatory page follows on Page 4.]

IN WITNESS WHEREOF, the parties to this First Amendment have caused their respective representatives to execute this First Amendment on their behalf, at the time set forth below.

ATTEST:

DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: _____
CHARLENE GLANCY, Mayor

Date: 6/27/16

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JOHN HORAN, Chairman

Date: 2/14/17

For the use and reliance
Seminole County only.

As authorized for execution by the Board of County Commissioners at its Feb. 14, 2017, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
06/21/16
Attachment:
Attachment E – List of Equipment
p:\users\dedge\my documents\agt\casselberry fire and emergency medical services first amendment to interlocal agreement.doc

ATTACHMENT E

Asset #	RFID TAG #	Serial Number	Asset Description	Asset Description 2	Location	Eqm C	Equipment Class
55310	0000000000000000000000386D	1HTMNAAL4EH758100	FIRE RESCUE AMBULANCE		L021	103	Heavy Trucks
55311	00000000000000000000383B	1207M051	MACH III OUTLAW 6.5		L021	203	Pumps
55312	00000000000000000000003832	1207M054	MACH III OUTLAW 6.5		L021	203	Pumps
55313	00314900000000000000001974	D00392	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55314	00314900000000000000001A5A	D00391	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55315	00314900000000000000002CBB	D00382	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55316	00314900000000000000002CBC	D00393	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L021	707	Misc Fire Equipment
55317	00000000000000000000003953	3NSRTA573FG501610	POLARIS EMS CART		L021	107	Agri/Util Equipment
55318	00314900000000000000002676	D00390	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L025	707	Misc Fire Equipment
55319	00314900000000000000001A5F	D00389	THERMAL IMAGING CAMERA	BULLARD ECLIPSE LDX	L025	707	Misc Fire Equipment
55320	00314900000000000000001A39	1504000184	WASHING MACHINE		L025	212	Vacuum Cleaners, Etc
55321	00314900000000000000026D8	1504000185	WASHING MACHINE		L025	212	Vacuum Cleaners, Etc
55322	0000000000000000000000381A	1GNWKLEG0CR204493	CHEVY SUBURBAN		LA10	103	Heavy Trucks
55323	00314900000000000000019AA	39382549	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55324	00314900000000000000001A33	39382552	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55325	0031490000000000000000262A	39382548	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55326	00314900000000000000002C8F	39382551	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55327	00314900000000000000002652	39382556	DEFIBRILLATOR		L021	707	Misc Fire Equipment
55328	00314900000000000000002C83		FIRE ALERTING SYSTEM	WINTER PARK STATION 64	L051	408	Alerting Receivers, Scanners
55329	00000000000000000000003889	19	E-FORCE 14C VARIO		L021	707	Misc Fire Equipment
55330	00000000000000000000003964	15	E-FORCE 14C VARIO		L025	707	Misc Fire Equipment
55331	0000000000000000000039AB	159A1BNW4121003094	FIRE PUMPER TRUCK	SUTPHEN S3	L021	103	Heavy Trucks
55332	0000000000000000000037E2		POWERLOAD STRETCHER		L025	707	Misc Fire Equipment
55333		562CPV0261	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55334		562CPV0260	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55335		562CPV0259	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55336		562CPV0262	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55337	00000000000000000000003941	1HTMNAAM06H255688	MED-TEC FIRE RESCUE		L021	103	Heavy Trucks
55338	0000000000000000000000038A4	1M9BE3938D1933392	EDUCATIONAL TRAILER		L021	105	Trailers

Asset #	RFID TAG #	Serial Number	Asset Description	Asset Description 2	Location	Eqm Cls	Equipment Class
55339	003149000000000000002BFD	150001DAY11240	STEPMILL STAIRMASTER SM916		L021	300	Park & Recreation Equipment
55340	000000000000000000003954	SW1419	CUTTER C-165		L021	700	Fire Equipment
55341	000000000000000000003938	SG1413	SPREADER S49-XL		L021	700	Fire Equipment
55342	000000000000000000003937		MINI CUTTER C-30		L021	700	Fire Equipment
55343	00000000000000000000385E	CS1601	SPREADER S49-XL		L021	700	Fire Equipment
55344	000000000000000000003893	JW149	CUTTER GENESIS C-236		L025	700	Fire Equipment
55345	003149000000000000002C49	527CNM2391	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55346	003149000000000000002C13		MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55347	003149000000000000002C46	527CNM2393	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55348	003149000000000000002CA3	527CNM2394	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55349	003149000000000000002CEE	527CNM2395	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55350	003149000000000000002CE6	527CNM2396	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55351	003149000000000000002C5A	527CNM2397	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55352	003149000000000000002C31	527CNM2399	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55353	003149000000000000002CB9	527CNM2400	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55354	003149000000000000002C00	527CNM2401	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55355		527CNM2402	MOTOROLA RADIO APX 6500	AT WINTER PARK	L051	402	Radios Portable
55356	003149000000000000002C4E	527CNM2404	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55357	003149000000000000002637	527CNM2405	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55358	003149000000000000002692	527CNM2406	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55359	00314900000000000000262F	527CNM2407	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55360	003149000000000000002629	527CNM2408	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55361	00314900000000000000263D	527CNM2409	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55362		527CNM2410	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55363	000000000000000000003844	WR115	TELESCOPING RAM		L021	700	Fire Equipment
55364	000000000000000000003939	WR117	TELESCOPING RAM		L025	700	Fire Equipment
55365	00000000000000000000038AB		MINI CUTTER		L021	700	Fire Equipment
55366	000000000000000000003833		POWER WEDGE KIT		L021	700	Fire Equipment
55367	00000000000000000000383A		POWER WEDGE KIT		L021	700	Fire Equipment
55368	00000000000000000000391D		QUICK-KUT HAMMER AND IMPACT		L025	700	Fire Equipment
55369	00000000000000000000038AA		QUICK-KUT HAMMER AND IMPACT		L021	700	Fire Equipment
55370	00000000000000000000394A		QUICK-KUT HAMMER AND IMPACT		L021	700	Fire Equipment
55371	00000000000000000000037F2		QUICK-KUT HAMMER AND IMPACT		L025	700	Fire Equipment
55375	003149000000000000002CDC	FRF9BW1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55376	003149000000000000002675		APX 7000 IMPRESS		L011	570	Computer Equipment
55377	003149000000000000002CE8	RD539S0752	GETAC S-400 LAPTOP		L021	570	Computer Equipment
55378	003149000000000000026D0	RD539S0753	GETAC S-400 LAPTOP		L021	570	Computer Equipment

55379	00314900000000000000026D7	RD539S0755	GETAC S-400 LAPTOP		L021	570	Computer Equipment
55380	00314900000000000000002CC5	RD539S0756	GETAC S-400 LAPTOP		L025	570	Computer Equipment
55381	00314900000000000000002CEF	RD539S0754	GETAC S-400 LAPTOP		L025	570	Computer Equipment
55382	00314900000000000000026B2	RD663V0053	GETAC V-200 LAPTOP		L021	570	Computer Equipment
55383	00314900000000000000002C81	RD663V0054	GETAC V-200 LAPTOP		L025	570	Computer Equipment
55384	0000000000000000000000382C	41596463	DEFIBRILLATOR LIFE PAC		L021	707	Misc Fire Equipment
55385	00314900000000000000026E8		MOTOROLA CHARGER		L021	400	Communications Equipment
55386	00314900000000000000002CBF	13380169	STEPMILL STAIRMASTER SM5		L025	300	Park & Recreation Equipment
55387	00314900000000000000267A	F8VGYZ1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55388	000000000000000000003934	101040422	AMBULANCE COT POWER PRO 6500		L021	707	Misc Fire Equipment
55389	0000000000000000000000386F	101040221	AMBULANCE COT POWER PRO 6500		L025	707	Misc Fire Equipment
55390	000000000000000000000037E1		AMBULANCE COT POWER PRO 6500		L021	707	Misc Fire Equipment
55391	0000000000000000000000382C	S62CNM1937	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55392		S62CNM1939	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55393		S62CNM1938	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55394		S62CNM1940	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55395		S62CNM1941	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55396		S62CNM1942	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55397		S62CNM1943	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55398		S62CNM1944	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55399		S62CNM1945	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55400		S62CNM1946	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55401		S62CNM1947	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55402		S62CNM1948	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55403		S62CNM1949	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55404		S62CNM1950	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55405		S62CNM1951	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55406		S62CNM1952	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55407		S62CNM1953	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55408		S62CNM1954	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55409		S62CNM1955	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55410		S62CNM1956	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55411		S62CNM1957	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55412		S62CNM1958	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55413		S62CNM1959	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55414		S62CNM1960	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55415		S62CNM1961	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55416		S62CNM1962	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable

55417		562CNM1963	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55418		562CNM1964	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55419		562CNM1965	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55420		562CNM1966	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55421		562CNM1967	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55422		562CNM1968	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55423		562CNM1969	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55424		562CNM1970	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55425		562CNM1971	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55426		562CNM1972	MOTOROLA RADIO APX 7000XE		L051	402	Radios Portable
55427	00314900000000000002CA6	GH1FBW1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55428	00314900000000000002C89	RE563V0320	GETAC V-200 LAPTOP		L025	570	Computer Equipment
55429	00314900000000000002C1B	RE563V0321	GETAC V-200 LAPTOP		L021	570	Computer Equipment
55430	00314900000000000002C85	RE563V0322	GETAC V-200 LAPTOP		L011	570	Computer Equipment
55431	00314900000000000002CA1	2MTGYZ1	DELL LATITUDE E6430 ATG		L011	570	Computer Equipment
55432	00314900000000000002CE0	RE839S0607	GETAC S-400 LAPTOP		L011	570	Computer Equipment
55433	00314900000000000000261C	S27CNM239CA	MOTOROLA RADIO APX 6500		L051	402	Radios Portable
55434	00314900000000000002628	S27CNM2403	MOTOROLA RADIO APX 6500		L051	402	Radios Portable

SEMINOLE COUNTY

Casselberry Fire Vehicle Inspections

Vehicle Type	Year	Make	Model	Other Spec Notes	Serial Number/VIN	Location	New County Fleet Number	Shop Providing Inspection	PDI Date
ATV	2015	Polaris	EMS Cart		3NSRTA573FG501610	Station 21	55317	Light	
Car	2007	Chevrolet	Impala	w/ light kit	2G1WS58R479352110	Fire Chief	100638	Light	
Engine		Sutphen	Engine	Custom pumper	1S9A1BND4D1003094	Station 21	55331	Fire	
Engine	2001	Pierce	Engine	Enforcer w/ pump	4P1CT02U71A001511	Station 21	100640	Fire	
Engine	2005	Sutphen	Tower	Model SP70	IS9A7LLE752003067	Station 25	100641	Fire	
Pickup	2001	Ford	F150	1/2 ton crew cab	1FTRW07L51KA30526	Station 25	100642	Light	
:kup	2004	Chevrolet	Silverado	V8 crew cab	1GCHC23G64F192011	Station 21	100643	Light	
:up	2002	GMC	Yukon	4x2	1GKEC13V82J257032	Station 21	100644	Light	
Pickup	2005	Chevrolet	Silverado		1GCEC19T15Z305980	Prevention	100645	Light	
Pickup	2007	Chevrolet	Silverado	w/ truck cap	1GCEC19C97Z604359	Prevention	100646	Light	
Rescue	2006	Med-Tec	Rescue		1HTMNAAM06H255688	Station 25	55337	Fire	
Rescue	2014	International	Rescue		1HTMNAAL4EH758100	Station 21	55310	Fire	
Rescue	2007	Freightliner	Rescue	Model M2	1FVACWCS07HX86345	Statioin 25	100649	Fire	
SUV	2012	Chevrolet	Suburban	W/ Runner kit; Cabinets/slide	1GNWKLEG0CR204493	Station 21	100650	Light	
Boat	1997	Dive Boat	Dive Boat	Rescue One 16' Boat	OMCR4049C595	Station 21	100651	Light	
Chain Saw		Chain Saw	Chain Saw		175410940	Headquarters	100652	Light	
Chain Saw		Chain Saw	Chain Saw		175410942	Headquarters	100653	Light	
Chain Saw		Chain Saw	Chain Saw		175410948	Headquarters	100654	Light	
Generator		Honda		EV 6500 IS		Station 21	100655	Light	
Generator		Portable	6000 Watt	gas generator	08292	Station 21	100656	Light	
Generator		Onan	Generator			Station 21	100657	Light	
Generator		Portable	6000 Watt	gas generator	08293	Station 25	100658	Light	
:nerator		Katolight	75kw Generator		C41999	Station 25	100659	Light	
erator		Coleman	5.5hp 300wt Gene	gas powered	76520313	Headquarters	100660	Light	
Generator		Honda		EV 6500 IS		Headquarters	100661	Light	
Generator		Honda	Portable generator		EZGF1186611	Fire Marshal	100662	Light	
Rescue Saw		Partner	K-950 Rescue Saw		968304400031300000	Station 21	100663	Light	
Rescue Saw		Partner	K-950 Rescue Saw		51400238	Station 25	100664	Light	
Trailer		Boat Trailer	Boat Trailer	Dive boat trailer	R1000528	Station 21	100667	Light	
Rescue Saw		Partner	K950 Rescue Saw		05-2000174		100668	Light	
Trailer	2013	Mobil Concep	Tri Axle Trailer		1M98E3938D1933392		55338	23-09-15	
Trailer	2015	Covered Wag	Trailer		53FBE122XF017375		100671	23-09-15	
Rescue Saw		Partner	K1200-2		5050002		100673	23-09-15	

LEGIBILITY UNSATISFACTORY
FOR SCANNING

SECOND AMENDMENT TO FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY

THIS SECOND AMENDMENT is to that certain Agreement made and entered into on the 22nd day of December, 2014, between **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st street, Sanford, Florida 32771, in this Second Amendment referred to as "COUNTY," and **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, in this Second Amendment referred to as "CITY."

WITNESSETH:

WHEREAS, CITY and COUNTY entered into the above referenced Agreement on December 22, 2014, to provide fire, rescue, and emergency medical services to CITY (the "Agreement"); and

WHEREAS, CITY and COUNTY entered into a First Amendment to the Agreement on February 14, 2017; and

WHEREAS, the parties desire to amend the Agreement to implement Section 6(b)(1)(iii) of the Agreement concerning the Wilshire Property and Fire Station 25, as described in the Agreement, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 10 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

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

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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1. Section 6(b)(1)(iii) of the Agreement is amended to read as follows:

(iii) The Wilshire Property. CITY and COUNTY agree to jointly develop for use as COUNTY EMS/Fire/Rescue operations approximately 2 acres of property owned by CITY known as the "Wilshire Property." The Wilshire Property consists of the parcels collectively described in the two deeds attached to this Agreement as Attachment "D."

2. Section 6(d) is added to the Agreement as follows:

(d) The Wilshire Property / Fire Station 25

(1) Overview

(i) Approximately two acres of the Wilshire Property will be developed exclusively for a COUNTY EMS/Fire/Rescue station, that approximately two acre portion being generally described in Attachment F to this Agreement (the "Fire Station Property"). The remainder of the Wilshire Property has been developed by CITY as a CITY Police Station (the "Remainder Parcel" or the "Police Station").

(ii) The two stations are being built in phases, designed and constructed by separate designers and construction contractors, with CITY as contracting agency for Phase 1 (City Police Station), and COUNTY as contracting agency for Phase 2 (construction of the Fire Station).

(iii) CITY and COUNTY shall convey to each other easements for use of their respective entry roads, parking, utility, dumpster, and cross access easements over each other's driveways. The proposed Cross Access, Parking, Utility and Dumpster Easement and Maintenance Agreement, including sketches and legal descriptions, are attached as to this Agreement as Attachment G.

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(2) CITY has the following responsibilities:

(i) CITY shall convey the Fire Station Property to COUNTY for the eventual construction of the Fire Station, along with all necessary access easements. The conveyance will be by special warranty deed free and clear of all encumbrances except the permitted exceptions listed on the draft Special Warranty Deed attached to this Agreement as Attachment H.

(ii) CITY will be fully responsible for such matters as security, building and grounds maintenance, utility service costs, staffing, and management for the Police Station.

(iii) CITY will be responsible for platting the Wilshire Property, including the Fire Station Property, and COUNTY will cooperate by joinder in the plat. Platting will occur immediately after closing on the transfer of the Fire Station Property from CITY to COUNTY.

(iv) CITY has delivered to COUNTY copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Fire Station Property.

(3) COUNTY has the following responsibilities:

(i) COUNTY shall accept conveyance of the Fire Station Property solely for construction of a Fire Station. COUNTY shall construct a fire station on the Fire Station Property generally similar to the preliminary concept plans attached as Attachment I (the "Fire Station").

(ii) COUNTY shall use the Fire Station Property only for a fire station. If COUNTY fails to commence construction of a fire station on the Fire Station Property within 5

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years from the Effective Date of the Second Amendment to this Agreement, or ceases to use the Fire Station Property as a fire station, COUNTY shall convey the Fire Station Property back to CITY by county deed.

(iii) COUNTY shall obtain all necessary permits and land use approvals from CITY to construct the Fire Station on the Fire Station Property. Nothing in this Agreement constitutes a land use approval of any kind.

(iv) CITY and COUNTY recognize that the Wilshire Property is immune from construction liens pursuant to Section 713.01(23)&(26), Florida Statutes (2024). COUNTY shall require its general contractor for the Fire Station to provide payment and performance bonds for the Fire Station as required by Florida law.

(v) COUNTY shall exercise reasonable efforts to ensure that the construction of the Station does not interfere with CITY's use of the Remainder Parcel.

(vi) COUNTY will have full responsibility for such matters as security, building and grounds maintenance, utility service costs, staffing, and management of its Fire Station.

(4) Shared Responsibilities.

(i) Each party will have full discretion as to the design and construction of their respective stations as long as they are compatible with each other.

(ii) Once both stations are operational, the COUNTY will have administrative control over the Fire Station, and CITY will have administrative control over the Police Station. The parties shall cooperate on matters of mutual concern, including such matters as the following: shared use of the dumpster; scheduling specific training programs and events; shared use of facilities including parking, driveways, and similar such matters, as outlined in the

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Cross Access, Parking, Utility and Dumpster Easement and Maintenance Agreement, Attachment G.

3. Attachments F, G, H, and I to this Second Amendment are added to the Agreement.

4. Except as modified by this Second Amendment, all terms and conditions of the Agreement as previously amended, will remain in full force and effect for the term of the Agreement, as originally set forth in this Agreement.

5. The Effective Date of this Second Amendment will be the date when the last party has properly executed this Second Amendment 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 Second Amendment for the purposes stated above.

ATTEST:

Donna G. Gardner

Donna G. Gardner, City Clerk

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson, Mayor

Date: 12/16/2024

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

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ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: 1/7/25

For the use and reliance of
County only.

Approved as to form and
legal sufficiency.

County Attorney

As authorized for execution by the Board of Seminole County Commissioners at its Dec. 10, 2024, regular meeting.

Attachments:
Attachment "F" – Fire Station Property
Attachment "G" – Cross Access, Parking, Utility and Dumpster Easement and Maintenance Agreement
Attachment "H" – Special Warranty Deed
Attachment "I" — Fire Station Plans

DGS/sfa
8/9/2024
T:\Users\Legal Secretary CSB\Public Safety\2023\Fire Station 25\Casselberry Fire ILA - 2d Amendment rev1.docx

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ATTACHMENT "F"

[FIRE STATION PROPERTY]

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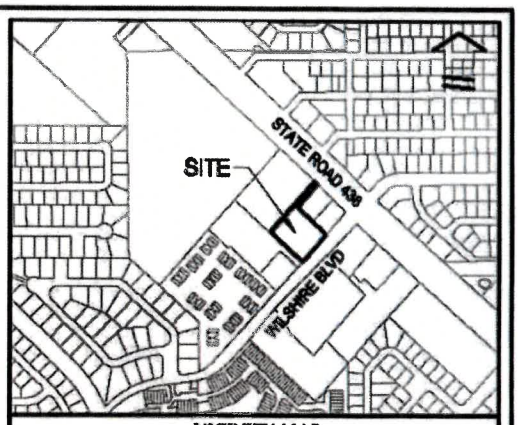

VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle Digitally signed by William P Hinkle Date: 2024.09.05 12:31:00 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
PARCEL B
(COUNTY FIRE DEPARTMENT)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 05/30/24 PROJ: 50129033
REV DATE: DRAWN BY: MRP
SCALE 1" = N/A CHECKED BY: WPH

Drawing name: S:\...\Engineer\Mike Phillips\Autocad\Projects\18021 Casselberry Public Safety complex\Parcels\Parcel B Sheet 1 Sep 04, 2024 11:01am by: mphillips

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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LEGAL DESCRIPTION:

PARCEL B (FIRE STATION)

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET, THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30–31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,575 SQUARE FEET OR 1.712 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION —OF— **PARCEL B** **(COUNTY FIRE DEPARTMENT)** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY – FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ. 50129033 REV DATE: DRAWN BY. MRP SCALE 1" = N/A CHECKED BY WPH

Drawing name: S:_Employee\Mike Phillips\Autosave\Archive_16861\Casselberry_Public Safety_sketch_Parcels.dwg Parcel B Sheet 2 Sep 04, 2024 11:01am by mphillips

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Seminole County, Florida

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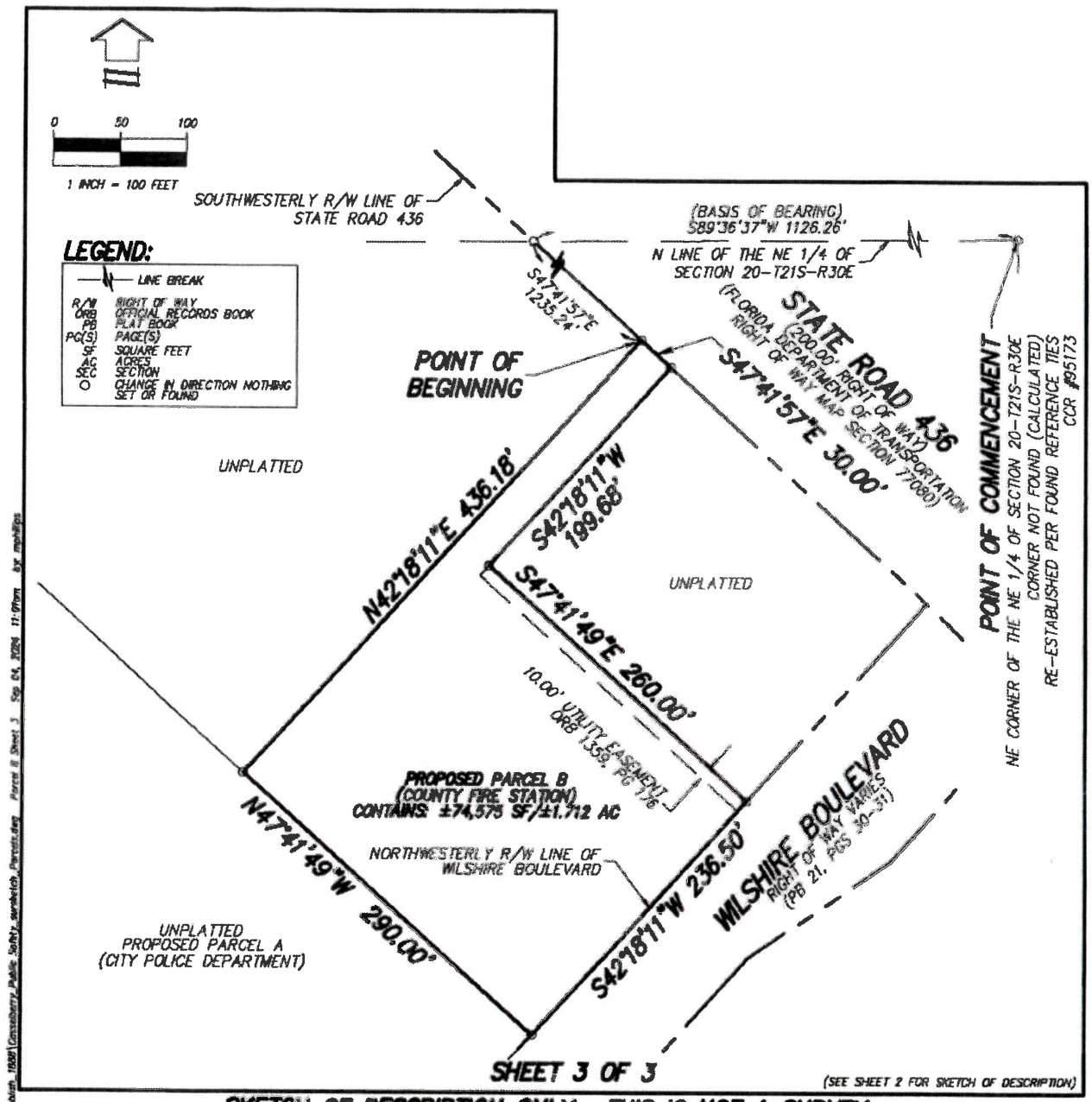

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

PARCEL B
(COUNTY FIRE DEPARTMENT)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CITY OF CASSELBERRY

DATE: 05/30/24 PROJ: 50129033
REV DATE: DRAWN BY: MRP
SCALE 1" = 100' CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autodesk\AcPublish_1988\Casselberry_Public Safety_sunsketch_Parcels.dwg Parcel B Sheet 3 Sep 04, 2024 11:07am by mphillips

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Seminole County, Florida

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ATTACHMENT "G"

[CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT

AND MAINTENANCE AGREEMENT]

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Seminole County, Florida

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Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Suite 2000
Orlando, FL 32802

Return to:
City Clerk
95 Triplet Lake Drive
Casselberry, FL 32707

CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT AND MAINTENANCE AGREEMENT

THIS **CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT AND MAINTENANCE AGREEMENT** (the "Agreement"), is made and entered into on this _____ day of _____, 2024, between the **CITY OF CASSELBERRY, FLORIDA,** a Florida municipal corporation, of 95 Triplet Lake Drive, Casselberry, FL 32707 (in this Agreement referred to as "City"), and **SEMINOLE COUNTY,** a political subdivision of the State of Florida, with an address of 1101 East 1st Street, Sanford, FL 32771 (in this Agreement referred to as "County").

W I T N E S S E T H:

WHEREAS, City is the owner in fee simple of certain real property located in Seminole County, Florida more particularly described in **Exhibit A** attached to and incorporated in this Agreement by reference (the "City Property"); and

WHEREAS, County is the owner in fee simple of certain real property located in Seminole County, Florida more particularly described in **Exhibit B** attached to and incorporated in this Agreement by reference (the "County Property")

WHEREAS, City has constructed a police station on the City Property, which is served by Wilshire Blvd., which is the only access point for the City Property; and

WHEREAS, County is constructing a County Fire Station on County Property, which is served by a driveway from S.R. 436; and

WHEREAS, City and County desire to create and declare joint perpetual non-exclusive cross access easements and parking easements benefitting both the City Property and the County Property, for purposes of utilities, vehicular and pedestrian ingress and egress to and from both properties, and a dumpster easement for dumpster access and use, and for all other uses expressly contemplated by this Agreement; and

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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WHEREAS City and County intend to share the costs of maintaining the dumpster and related improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree as follows:

1. **CROSS ACCESS EASEMENT.** City and County hereby grant and convey perpetual non-exclusive mutual cross access easements for the purposes of vehicular and pedestrian ingress and egress on, over, upon and across the areas defined in **Exhibit C and Exhibit D,** attached to and incorporated in this Agreement by reference.

2. **CROSS PARKING EASEMENT.** City and County hereby grant and convey perpetual, non-exclusive, mutual cross parking easements for use of all parking spaces within the areas defined in **Exhibit E,** attached to and incorporated in this Agreement by reference, and labeled on **Exhibit E** as "Open Parking Area."

3. **ESTABLISHMENT OF DUMPSTER EASEMENT**. As owner of the County Property, County hereby grants, bargains, sells and conveys to City an exclusive perpetual right, privilege and easement over the Dumpster Easement Area shown in **Exhibit D,** attached to and incorporated in this Agreement by reference, for access to the Dumpster for the collection, storage and removal of papers, debris, filth, refuse and recyclable materials and the use of trash cans, dumpsters, compactors and other storage containers (the "Dumpster Easement"). Further, the Dumpster Easement includes the non-exclusive perpetual rights of vehicular and pedestrian ingress, egress, and regress in, over, upon, across and through that portion of the County Property that is labeled "Dumpster Easement Area" and shown in crosshatch on **Exhibit D**.

4. **ESTABLISHMENT OF UTILITY EASEMENT.** County hereby grants City a non-exclusive perpetual right, privilege and Utility easement over the property shown on **Exhibit D** and **Exhibit F,** for access and for the construction, installation, operation, and maintenance of City utilities, including water and wastewater, and all incidental and related activities.

5. **MAINTENANCE.**

A. Each party, at its sole cost and expense, shall maintain the Cross Access and Cross Parking Easement Areas. Each party shall maintain its access ways and Open Parking Area in a safe condition and ensure that any unsafe condition or defect in or on the Properties is remedied and repaired within a reasonable time of actual or constructive notice of such condition.

B. City and County shall share the costs of maintenance of the Dumpster Easement Area 50/50%. County will send City a quarterly invoice, and City will remit payment. The term "costs of maintenance of the Dumpster" means the total cost and expenses incurred in connection with the normal preventative and corrective maintenance and repair of the Dumpster Easement Area, including: landscaping; line painting; lighting; electricity; sanitary control; removal of trash, rubbish, garbage and other refuse. County shall maintain the Dumpster Easement Area in a commercial reasonable condition and state of repair. In the event damage to the Dumpster

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Seminole County, Florida

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Easement Area is caused by one of the parties, the costs to repair such damage will be borne solely by the responsible party

6. **DISCLAIMER OF WARRANTIES.** City and County grant these easements in their respective Properties' current "AS-IS" condition without further representation or warranty of any kind whatsoever, express or implied.

7. **MODIFICATION.** Either party may increase, reduce, or change the number, dimensions or location of the walks, buildings, and parking areas in any manner the parties deem proper after appropriate government approvals and after notice to the other party.

8. **PROTECTION OF PUBLIC SAFETY.** Each party specifically reserves the right, through its representatives, to eject any persons behaving in an objectionable manner from its own Properties or the Easement Areas with notice to the other party, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

9. **INDEMNIFICATION.** Subject to the monetary and other limitations of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, which limitations are deemed to apply to this Agreement regardless of the nature of the liability, City and County each shall indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of their respective Properties, except that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, then their respective liability will be determined according to the principles of comparative negligence. Nothing in this Agreement operates to waive either Party's rights, immunities or limits to liability existing under the common law.

10. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement operates as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, as to third parties. This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

11. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement operates to create any rights in any third parties to this Agreement, there are no third party beneficiaries to this Agreement, and no third party to this Agreement will be entitled to assert a claim against any of the parties based upon this Agreement.

12. **DEFAULT.** If a party is in default of its obligations under this Agreement, then the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event the default cannot be cured within the thirty (30) day period and the defaulting party is diligently attempting in good faith to cure the default, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the

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occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and in addition to every other remedy now or subsequently existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder will preclude any other or future exercise of such rights.

13. **PUBLIC RECORDS.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party will be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes (2024), as this statute may be amended from time to time, and any resultant award of attorney's fees for non-compliance with that law.

14. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15. **CONFLICT RESOLUTION.** If County and City disagree on an application or an interpretation of a portion of this Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both County and City are parties.

16. **NOTICES.** Any notice required to be given by the terms of this Agreement will be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

TO CITY:
City of Casselberry
Attn: City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

TO COUNTY:
Seminole County
Attn: County Manager
1101 East 1st Street
Sanford, FL 32771

17. **DURATION.** The easements hereby granted, created, and declared are perpetual in duration and may not be changed, amended, modified, cancelled or terminated other than as expressly provided in this Agreement, except by an instrument in writing, executed by the then owners of the property.

18. **INCIDENTAL RIGHTS.** The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Cross Access Easement Area, Parking, Utility and Dumpster Easement Area for their intended purposes, subject to the limitations set forth in this Agreement.

19. **EFFECT OF EASEMENT.** With or without specific reference to this Agreement, any subsequent conveyance of an interest in any portion of either of the easement areas and City Property or County Property will be subject to the respective burdens and benefits of the easements

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Seminole County, Florida

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created under this Agreement and granted to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. Notwithstanding anything to the contrary set forth in this Agreement, the creation of the easement for which provisions are subsequently made will not operate in such fashion as to preclude City, its successors and assigns, from dedicating or conveying such of the Cross Access Easement Area, Parking, Utility or Dumpster Easement Area to a county, municipality or other political subdivision of the State of Florida for the purpose of perpetuating the use of the Cross Access Easement Area, Parking, Utility or Dumpster Easement Area for the purpose or purposes to which they are presently or are intended hereby to be devoted. The easements, covenants, agreements and conditions contained or expressed in this Agreement are not personal (except as otherwise expressly provided in this Agreement), but will run with the land and will be binding upon and inure to the benefit of the owners of all portions of City Property and County Property, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

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

21. **OTHER EASEMENTS; MATTER OF RECORD**. It is expressly agreed and understood that the easements granted under this Agreement, together with all rights and privileges granted by them, are non-exclusive, and each party hereby reserve for itself, its successors and assigns, the right to grant such other easements as it deems desirable in, over, under, upon or across its property.

IN WITNESS WHEREOF, this Agreement has been made as of the date first above written.

[signature pages to follow]

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Seminole County, Florida

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WITNESSES:

_____

_____
(print)

Address: 95 Triplet Lake Drive
Casselberry, FL 32707

_____

_____
(print)

Address: 95 Triplet Lake Drive
Casselberry, FL 32707

CITY OF CASSELBERRY, FLORIDA, a Florida municipal corporation

By:_____
David Henson, Mayor

ATTEST:

By:_____
Donna G. Gardner, City Clerk

Date:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2024, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
JAY ZEMBOWER, Chairman

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

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its
_____, 2024 regular meeting.

Approved as to form and legal
Sufficiency

_____
County Attorney

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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EXHIBIT A
[CITY PROPERTY]

LEGAL DESCRIPTION:

PARCEL A (CITY POLICE DEPT)

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1525.18 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 436.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 240.00 FEET; THENCE N47°41'49"W, A DISTANCE OF 410.00 FEET; THENCE S42°18'11"W, A DISTANCE OF 15.00 FEET; THENCE N47°41'49"W, A DISTANCE OF 180.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 255.00 FEET; THENCE S47°41'49"E, A DISTANCE OF 590.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 144,300 SQUARE FEET OR 3.31 ACRES MORE OR LESS.

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EXHIBIT B
[COUNTY PROPERTY]

LEGAL DESCRIPTION:

PARCEL B (FIRE STATION)

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET; THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID N0R7HWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,575 SQUARE FEET OR 1.71 ACRES MORE OR LESS.

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EXHIBIT C
[CROSS ACCESS EASEMENT AREA FROM WILSHIRE BLVD.]

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SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).

VICINITY MAP
NOT TO SCALE

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle

Digitally signed by William P Hinkle
Date: 2024.09.05 12:29:00 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 5

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION -OF- **ACCESS EASEMENT** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ: 50129033 REV DATE: DRAWN BY: AS SCALE 1" = N/A CHECKED BY: MRP

Drawing name: S:\Employee\Mike Phillips\Autosave\w-Publish_1808\Casselberry_Public Safety_sunskatch_Access_Easement.dwg Access Easement Sheet 1 Sep 04, 2024 12:05pm by mphillips

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO THE WESTERLY CORNER OF SAID PARCEL "B", BEING THE **POINT OF BEGINNING**; THENCE RUN S47°41'49"E ALONG THE NORTHEASTERLY LINE OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 63.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.28 FEET, A CENTRAL ANGLE OF 20°26'26", A CHORD BEARING OF S37°28'52"E AND A CHORD DISTANCE OF 17.49 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.58 FEET TO A POINT OF TANGENCY; THENCE RUN S47°42'05"E A DISTANCE OF 40.57 FEET; THENCE RUN S47°53'18"E A DISTANCE OF 5.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 9.33 FEET, A CENTRAL ANGLE OF 47°45'03", A CHORD BEARING OF S71°45'50"E AND A CHORD DISTANCE OF 7.55, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.78 FEET TO A POINT OF NON-TANGENCY. SAID ALSO BEING ON THE SOUTHWESTERLY LINE OF LOT 1; THENCE RUN S47°41'49"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 9.33 FEET, A CENTRAL ANGLE OF 39°00'14", A CHORD BEARING OF S17°54'22"E AND A CHORD DISTANCE OF 6.23 FEET, THENCE DEPARTING SAID SOUTHWESTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.35 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S47°42'05"E A DISTANCE OF 5.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 74.72 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF S36°09'36"E AND A CHORD DISTANCE OF 29.90, THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.10 FEET TO A POINT OF TANGENCY; THENCE RUN S24°37'08"E A DISTANCE OF 50.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.28 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF S36°09'36"E AND A CHORD DISTANCE OF 19.72 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S47°45'17"E A DISTANCE OF 7.97 FEET; THENCE RUN S66°49'02"E A DISTANCE OF 6.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 15°23'09", A CHORD BEARING OF S69°03'26"E AND A CHORD DISTANCE OF 7.50 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE DISTANCE OF 7.52 FEET TO THE END OF SAID CURVE AND A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 969, PAGES 207 TO 209 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, ALSO BEING A POINT OF NON-TANGENCY; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 35.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 15°14'37", A CHORD BEARING OF N26°24'59"W AND A CHORD DISTANCE OF 7.43 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.45 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N28°35'07"W A DISTANCE OF 7.00 FEET; THENCE RUN N47°42'05"W A DISTANCE OF 7.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 74.50 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF N36°09'36"W AND A CHORD DISTANCE OF 29.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.01 FEET TO A POINT OF TANGENCY; THENCE RUN N24°37'08"W A DISTANCE OF 50.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 17°10'16", A CHORD BEARING OF N33°12'16"W AND A CHORD DISTANCE OF 14.78 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.83 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N45°49'00"W A DISTANCE OF 8.00 FEET; THENCE RUN N47°42'05"W A DISTANCE OF 170.85 FEET; THENCE RUN N42°18'11"E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 28.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,831 SQUARE FEET OR 0.180 ACRES, MORE OR LESS.

SHEET 2 OF 5

(SEE SHEETS 4–5 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION –OF– **ACCESS EASEMENT** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ. 50129033 REV DATE: DRAWN BY. AS SCALE 1" = N/A CHECKED BY: MRP

Drawing name: S:\Employee\Vito Filippo\Autosave\Archive_1628\Casselberry_Public Safety_sunshine_Access_Easement.dwg Access Easement Sheet 2 Sep 04, 2024 11:05am by: mphillips

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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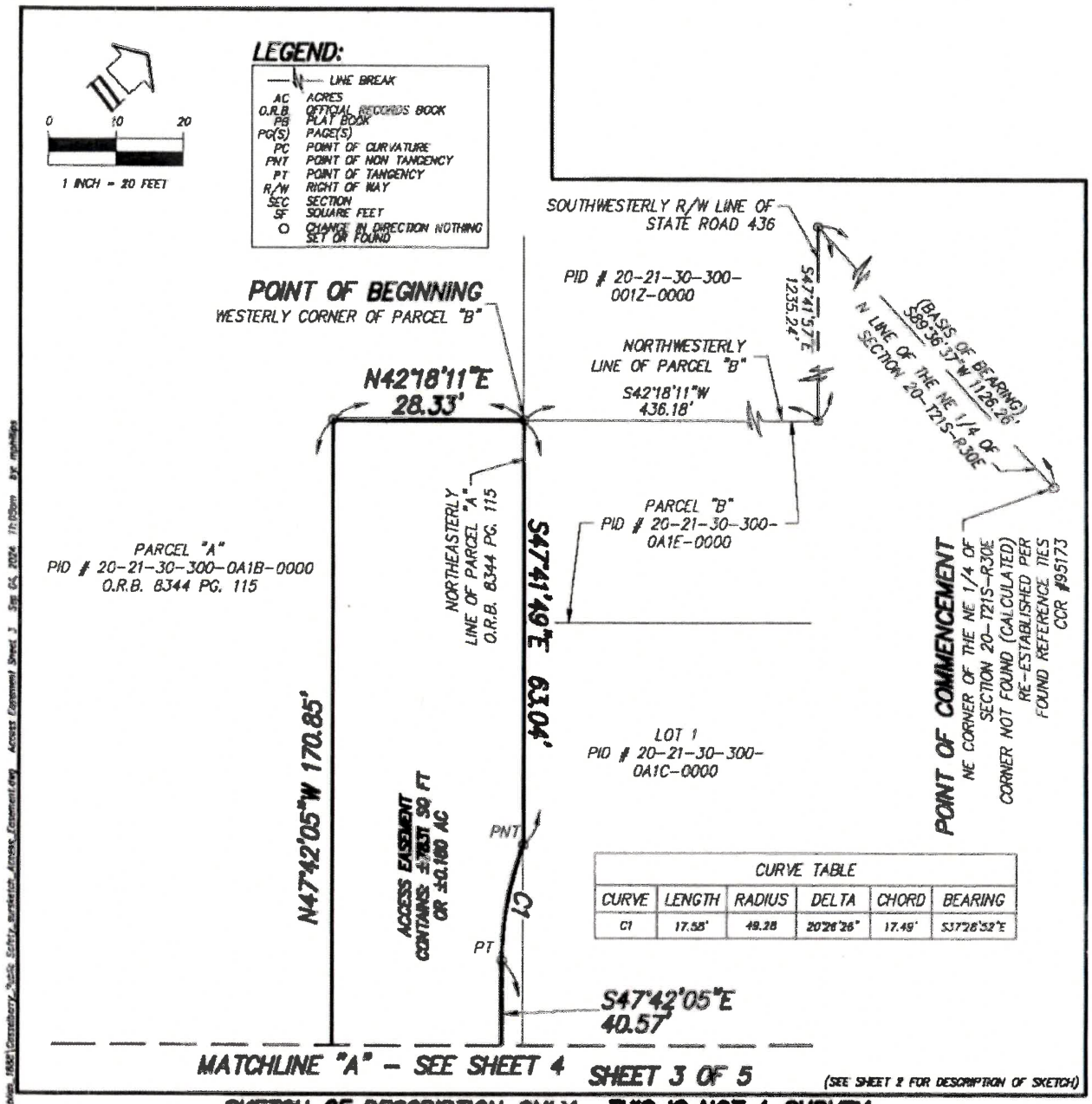


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
ACCESS EASEMENT

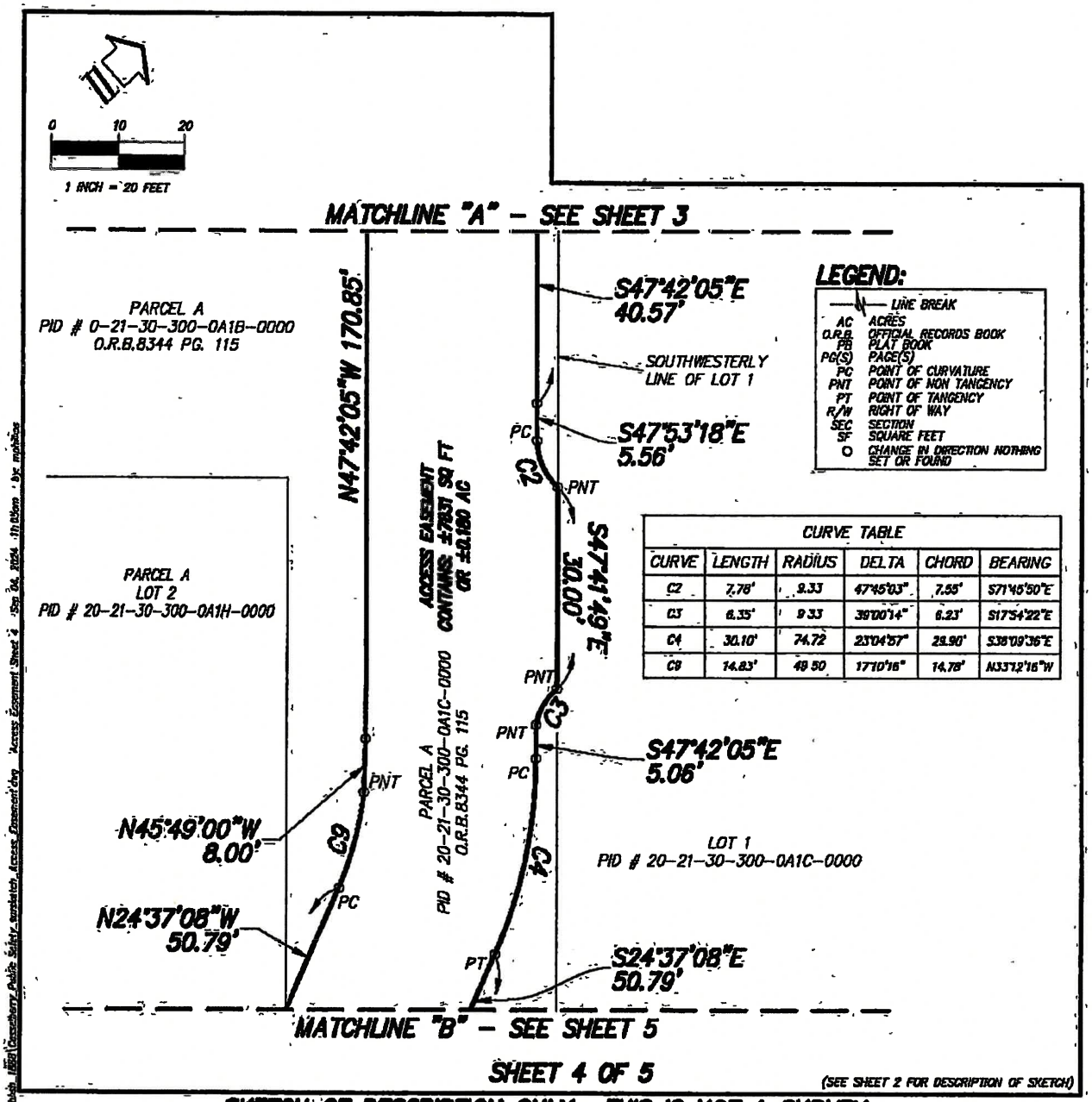
SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 05/30/24
REV DATE:
SCALE 1" = 20'
PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	7.76'	9.33	47°45'03"	7.55'	S71°45'50"E
C3	6.35'	9.33	39°00'14"	6.23'	S17°54'22"E
C4	30.10'	74.72	23°04'57"	29.90'	S38°09'36"E
C9	14.83'	49.50	17°10'16"	14.78'	N33°12'16"W

SHEET 4 OF 5

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
–OF–
ACCESS EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

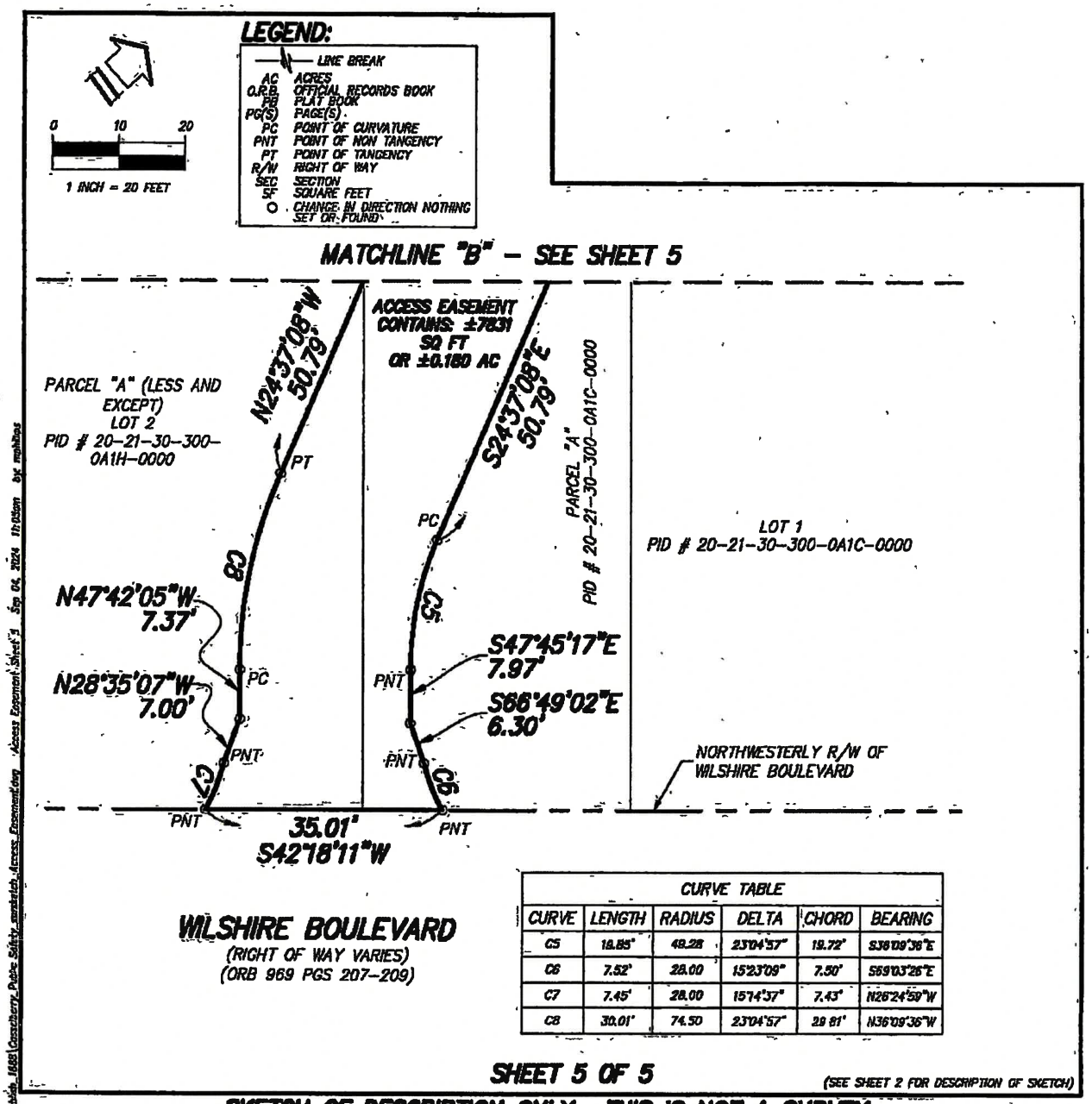
PREPARED FOR:
CITY OF CASSELBERRY

DATE: 05/30/24
REV DATE:
SCALE 1" = 20'

PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 25 of 54



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	18.85'	48.28	23°04'57"	19.72'	S36°09'36"E
C6	7.52'	28.00	15°23'09"	7.50'	S69°03'26"E
C7	7.45'	28.00	15°14'37"	7.43'	N26°24'59"W
C8	30.01'	74.50	23°04'57"	29.81'	N36°09'36"W

SHEET 5 OF 5

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
ACCESS EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY, FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 05/30/24
REV DATE:
SCALE 1" = 20'

PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

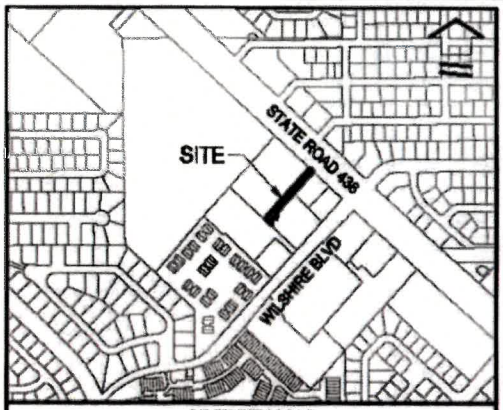
Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 26 of 54

EXHIBIT D
[CROSS ACCESS, UTILITY AND DUMPSTER EASEMENT AREA]

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 27 of 54



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle

Digitally signed by William P Hinkle
Date: 2024.09.05 12:27:58 -04'00'

WILLIAM P. HINKLE — DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION -OF- **ACCESS EASEMENT #1** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ: 50129033 REV DATE: 09/04/24 DRAWN BY: MRP SCALE 1" = 100' CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autosave\AutoPublish_16061\Casselberry_Public Safety_surveyors_2024.dwg Access Easmt 1 Sheet 1 Sep 04, 2024 12:12pm by: mphillips

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 28 of 54

LEGAL DESCRIPTION:

ACCESS EASEMENT 1

A PORTION OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200 00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235 24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 353.59 FEET; THENCE S02°21'13"W, A DISTANCE OF 44.82 FEET; THENCE N87°47'47"W, A DISTANCE OF 27 45 FEET; THENCE S02°43'11"W, A DISTANCE OF 39.64 FEET; THENCE N47°41'49"W, A DISTANCE OF 63.04 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,527 SQUARE FEET OR 0.333 ACRES MORE OR LESS.

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION —OF— **ACCESS EASEMENT #1** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ. 50129033 REV DATE: 09/04/24 DRAWN BY: MRP SCALE 1" = 100' CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autocad\Activities\18991\Casselberry_Public Safety_comments_2024.dwg Access Esmt 1 Sheet 2 Sep 04, 2024 11:12am by mphillips

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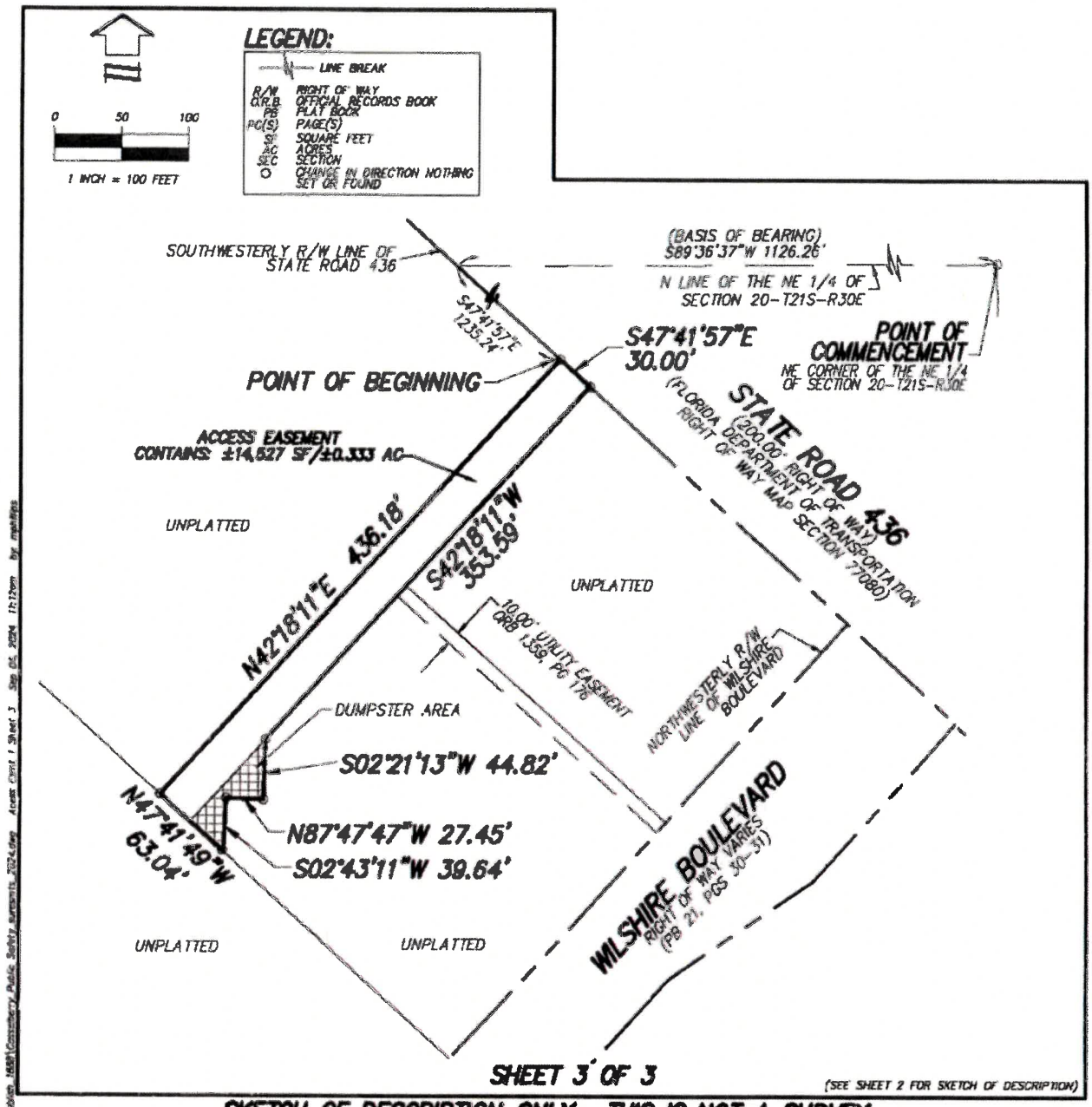
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 29 of 54



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION -OF- **ACCESS EASEMENT #1** SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SEMINOLE COUNTY FLORIDA	**Dewberry** 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: **CITY OF CASSELBERRY** DATE: 05/30/24 PROJ: 50129033 REV DATE: 09/04/24 DRAWN BY: MRP SCALE 1" = 100' CHECKED BY: WPH

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 14E5-B4AF-214N
Page 30 of 54

EXHIBIT E
[CROSS PARKING EASEMENT AREA]

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 14E5-B4AF-214N
Page 31 of 54

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
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3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).

VICINITY MAP
NOT TO SCALE

WILLIAM P. HINKLE
LICENSED NUMBER
4633
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

William P Hinkle Digitally signed by William P Hinkle
Date: 2024.10.22 13:53:55 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

CROSS ACCESS EASEMENT (SHARED PARKING)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CITY OF CASSELBERRY

DATE: 10/21/2024 PROJ: 50129033
REV DATE: DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: MRP

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 14E5-B4AF-214N
Page 32 of 54

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.18 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 1, PER OFFICIAL RECORDS BOOK 5706, PAGE 698 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY LINE, CONTINUE ALONG THE EXTENSION OF SAID NORTHWESTERLY LINE, S42°18'11"W, A DISTANCE OF 28.33 FEET; THENCE DEPARTING SAID EXTENSION, S47°42'05"E, A DISTANCE OF 27.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S47°42'05"E, A DISTANCE OF 129.00 FEET; THENCE S42°17'55"W, A DISTANCE OF 19.64 FEET; THENCE N47°42'05"W, A DISTANCE OF 129.00 FEET; THENCE N42°17'55"E, A DISTANCE OF 19.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2533 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

CROSS ACCESS EASEMENT (SHARED PARKING)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CITY OF CASSELBERRY

DATE: 10/21/2024
REV DATE:
SCALE 1" = N/A

PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

Drawing name: G:\Users\wcarbajal\AppData\Local\Temp\AcPublish_21980\Casselberry-Public Safety_sandwich Doss\Access Easement.dwg Access Easement Sheet 2 Oct 22, 2024 12:07pm by cmcgee

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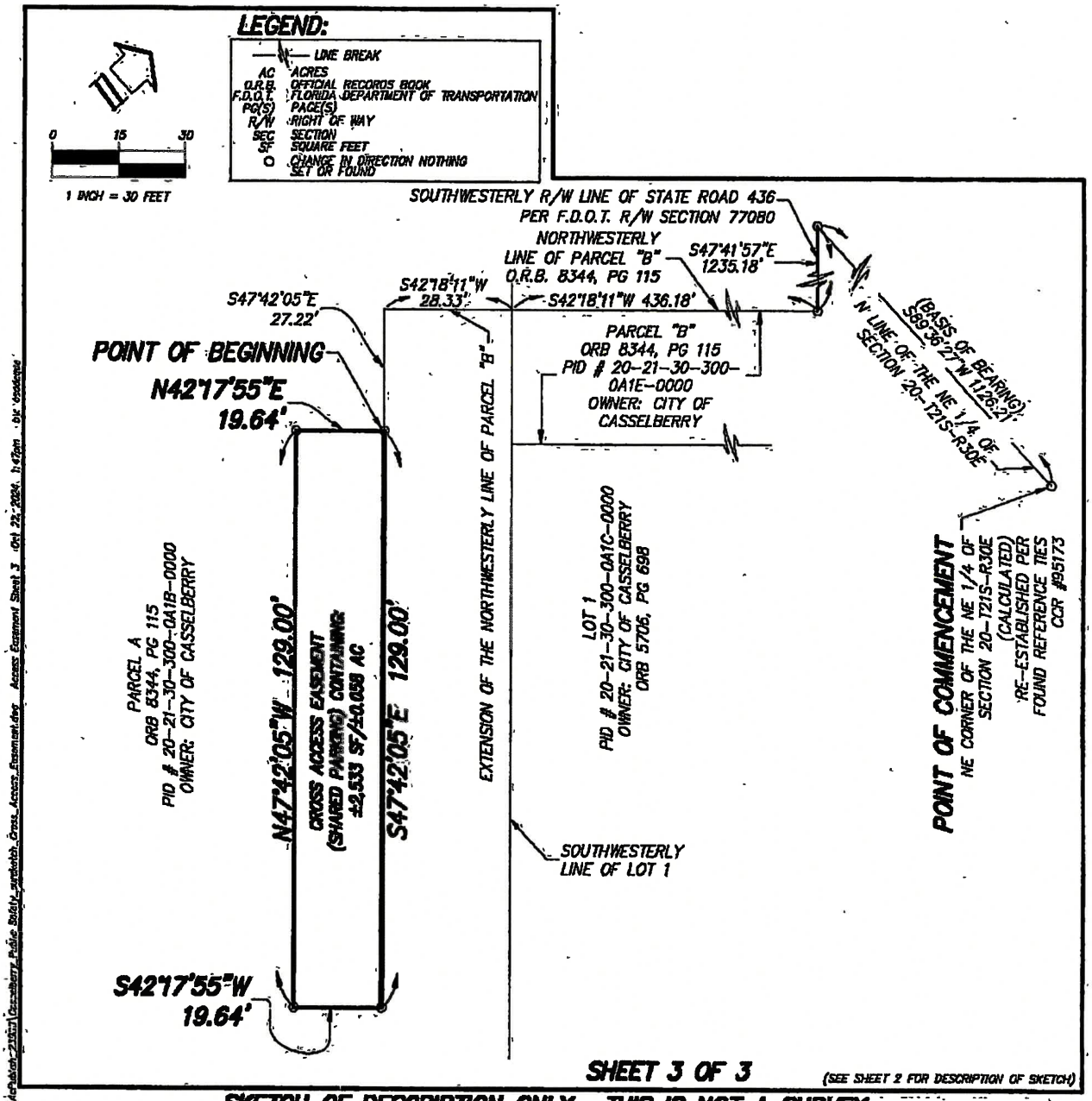
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 33 of 54



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
CROSS ACCESS EASEMENT (SHARED PARKING)
SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 10/21/2024
REV DATE:
SCALE 1" = 30'
PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 34 of 54

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
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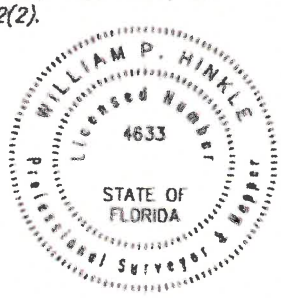
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).

VICINITY MAP
NOT TO SCALE



William P Hinkle

Digitally signed by William P Hinkle
Date: 2024.10.22 13:53:07 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
CROSS ACCESS EASEMENT (SHARED PARKING)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 10/22/2024 PROJ: 50129033
REV DATE: DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: MRP

Drawing name: C:\Users\mrodriguez\AppData\Local\Temp\AcPublish_21960\Casselberry_Public Safety_surgeton_Cross_Access_Easement 2.dwg Access Easement Sheet 1 Oct 22, 2024 1:49pm BK_anodigian

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 35 of 54

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.18 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 376.98 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, S47°38'21"E, A DISTANCE OF 164.13 FEET TO THE POINT OF BEGINNING; THENCE S47°38'21"E, A DISTANCE OF 59.47 FEET; THENCE S42°21'39"W, A DISTANCE OF 21.95 FEET; THENCE N46°48'12"W, A DISTANCE OF 59.46 FEET; THENCE N42°18'28"E, A DISTANCE OF 21.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1279 SQUARE FEET, OR 0.029 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
CROSS ACCESS EASEMENT (SHARED PARKING)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

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CITY OF CASSELBERRY

DATE: 10/22/2024 PROJ: 50129033
REV DATE: DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: MRP

Drawing name: G:\Users\vasquez\Desktop\Casselberry_Public Safety_sketch\Cross_Access_Easement_Sheet 2 Oct 22, 2024 - 11:40am jvasquez

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
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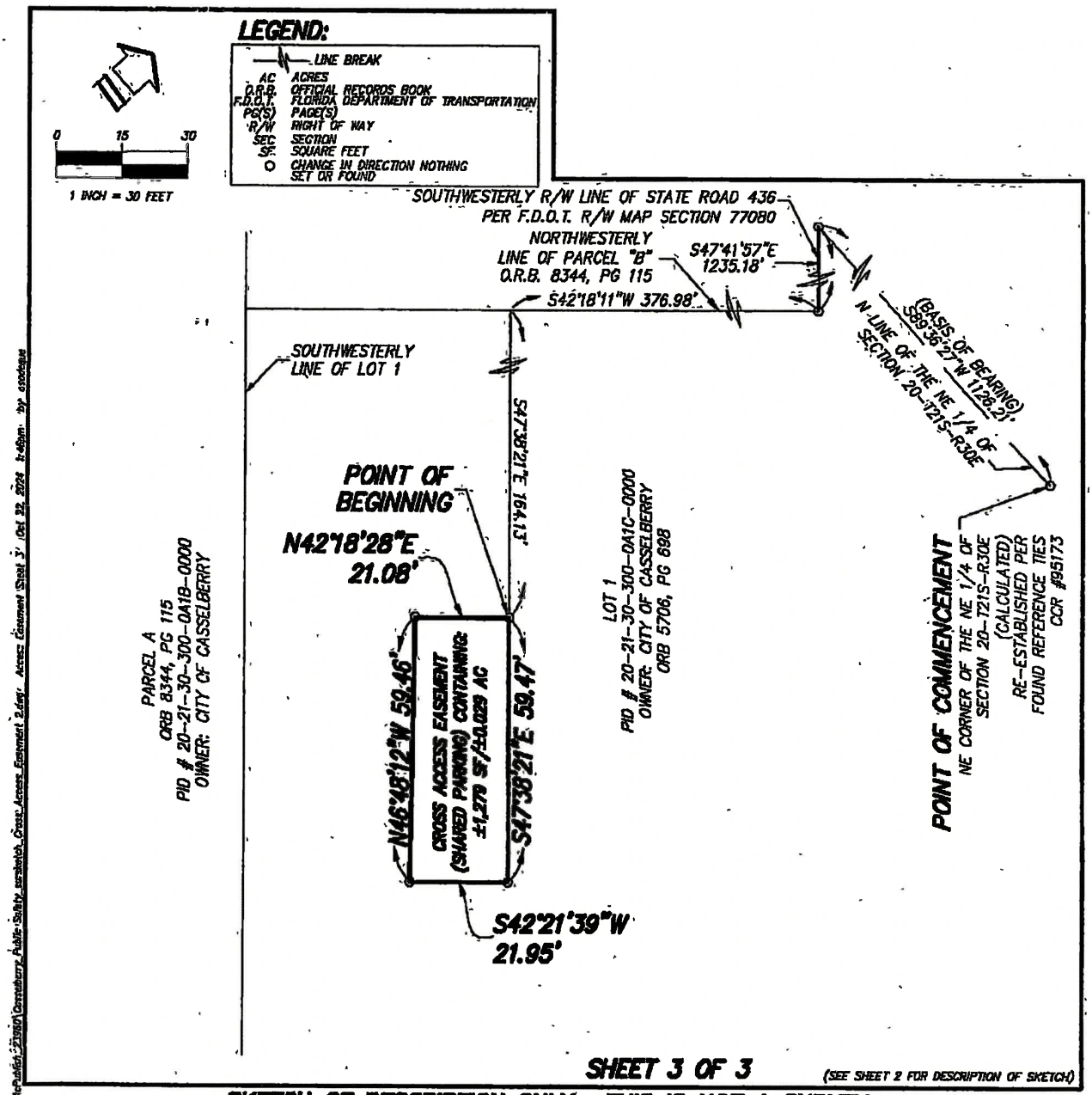
Page 36 of 54



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SKETCH OF DESCRIPTION
-OF-
CROSS ACCESS EASEMENT (SHARED PARKING)

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

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PREPARED FOR:
CITY OF CASSELBERRY

DATE: 10/22/2024
REV DATE:
SCALE 1" = 30'
PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
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Page 37 of 54

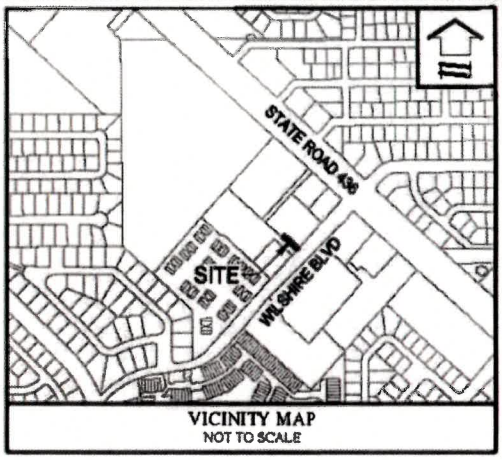
EXHIBIT F
[UTILITY EASEMENT]

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

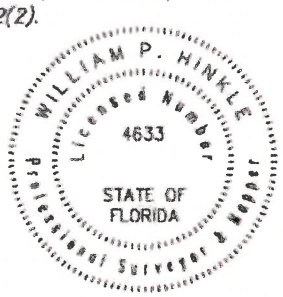
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N
Page 38 of 54

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).



VICINITY MAP
NOT TO SCALE



William P Hinkle

Digitally signed by William P Hinkle
Date: 2024.10.22 13:48:21 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

UTILITY EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CITY OF CASSELBERRY

DATE: 10/22/2024 PROJ: 50129033
REV DATE: DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: MRP

Drawing name: G:\Users\eastdesar\AppData\Local\Temp\Acrpublish_23580\Casselberry_Public Safety_surveying_Cross_Access_Easement_3.dwg Access Easement Sheet 1 Oct 22, 2024 12:11pm by: eastdesar

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.18 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "B"; THENCE DEPARTING AFOREMENTIONED NORTHWESTERLY LINE, RUN THE SOUTHWESTERLY LINE OF SAID PARCEL "B" S47°41'49"E, A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL "B" ALSO BEING THE WESTERLY CORNER OF LOT 1, PER OFFICIAL RECORDS BOOK 5706, PAGE 698 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY LINE OF PARCEL "B", CONTINUE S47°41'49"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHWESTERLY LINE, N42°18'11"E, A DISTANCE OF 15.00 FEET; THENCE S47°41'49"E, A DISTANCE OF 121.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD, BEING A VARIABLE WIDTH RIGHT OF WAY PER OFFICIAL RECORDS BOOK 969, PAGE 207 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S42°18'11"W, A DISTANCE OF 15.00 FEET TO THE SOUTHWESTERLY LINE OF AFOREMENTIONED LOT 1; THENCE DEPARTING AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY, RUN N47°41'49"W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 121.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1815 SQUARE FEET OR 0.042 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

UTILITY EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CITY OF CASSELBERRY

DATE: 10/22/2024
REV DATE:
SCALE 1" = N/A

PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

Drawing name: G:\Users\asadecue\AppData\Local\Temp\AcPublish_21968\Casselberry_Public Safety_sunbelt_Cross Access Easement Sheet 2.dwg, Oct 22, 2024 - 12:17pm, by: asadecue

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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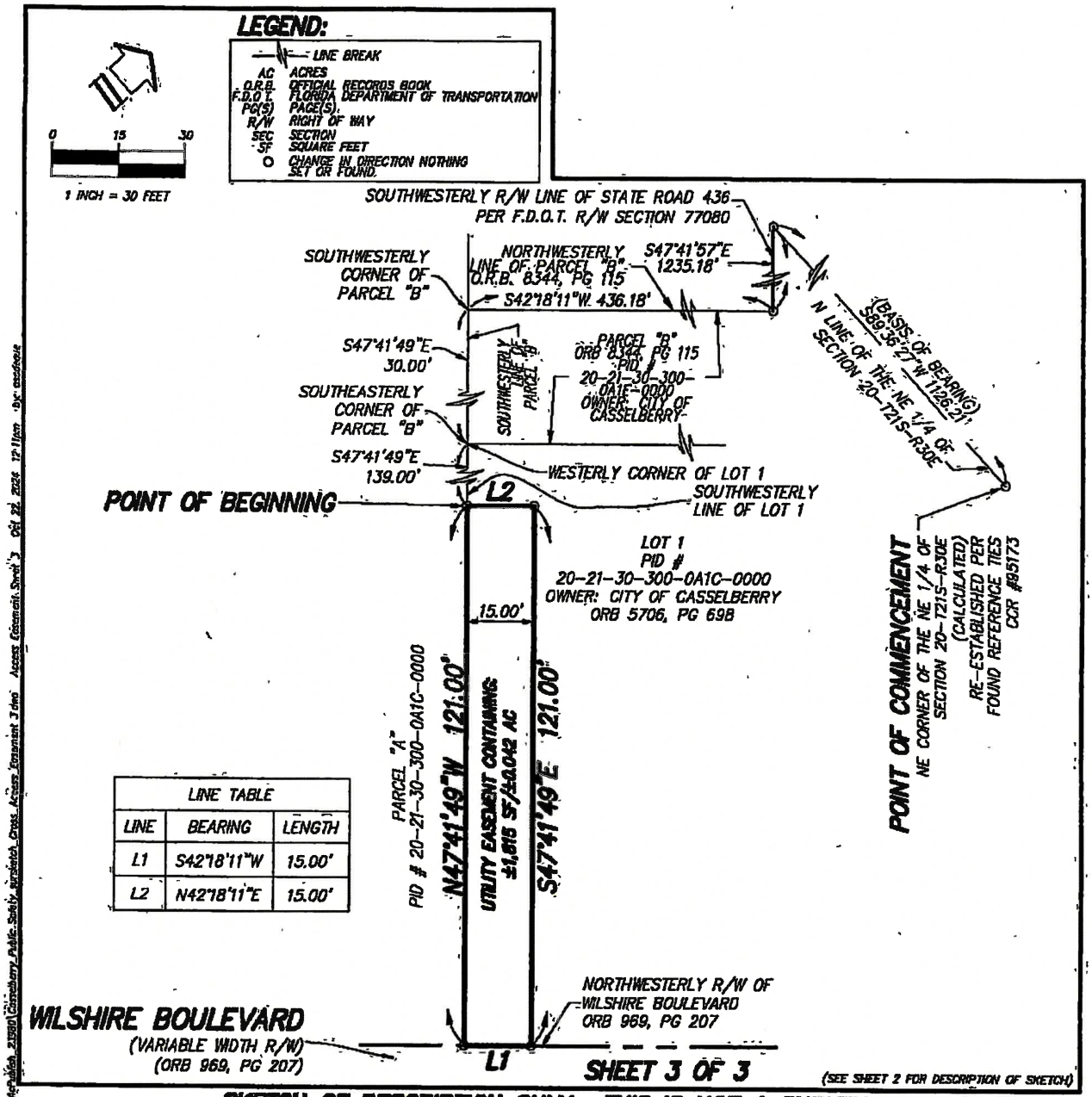

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°18'11"W	15.00'
L2	N42°18'11"E	15.00'

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
UTILITY EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CITY OF CASSELBERRY

DATE: 10/22/2024
REV DATE:
SCALE 1" = 30'
PROJ: 50129033
DRAWN BY: AS
CHECKED BY: MRP

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Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
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ATTACHMENT H
[FORM SPECIAL WARRANTY DEED]

Prepared by and return to:
Catherine D. Reischmann, Esquire
Garganese, Weiss, D'Agresta & Salzman, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873

Parcel ID: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20____, by and between the **CITY OF CASSELBERRY, FLORIDA,** a Florida municipal corporation, ("Grantor") whose mailing address is 95 Triplet Lake Drive, Casselberry, FL 32707, and **SEMINOLE COUNTY,** a political subdivision of the State of Florida, ("Grantee") whose address is 1101 East 1st Street, Sanford, FL 32771. (Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Seminole, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "H-1" ATTACHED HERETO
AND MADE A PART HEREOF.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO reservations, covenants, restrictions, easements, and other matters specifically set forth on EXHIBIT "H-2" attached hereto and made a part hereof ("Permitted Exceptions"), the reference of which shall not operate to reimpose same, and taxes for the current year.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/14/2025 15:01:57 -05:00
eCertified Id: 14E5-B4AF-214N

IN WITNESS WHEREOF, GRANTOR has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
(signature)

_____
(print name)

Address: 95 Triplet Lake Drive
Casselberry, FL 32707

_____
(signature)

_____
(print name)

Address: 95 Triplet Lake Drive
Casselberry, FL 32707

CITY OF CASSELBERRY, FLORIDA, a Florida municipal corporation

By **DRAFT NOT FOR EXECUTION**
David Henson, Mayor

ATTEST:

By:_____
Donna G. Gardner, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [__] online notarization or [__] physical presence this _____ day of _____, 20___, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

_____
Notary Public - State of Florida
Print Name:_____
My Commission expires:

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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EXHIBIT "H-1"

LEGAL DESCRIPTION:

PARCEL B (FIRE STATION)

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET; THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID N0R7HWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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EXHIBIT H-2
[PERMITTED EXCEPTIONS]

AS TO PARCEL 20-21-30-300-0A1C-0000:

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.

2. Restrictions, covenants, conditions and easement as set forth in that instrument recorded in Official Records Book 1359, Page 176.

3. Terms, conditions, and provisions of Water and Sewer Service Agreement, recorded in Official Records Book 583, Page 391.

4. Easement(s) in favor of Florida Power Corporation set forth in instrument(s) recorded in Official Records Book 1002, Page 1446.

5. Easement(s) in favor of United Telephone Company of Florida set forth in instrument(s) recorded in Official Records Book 2260, Page 1256.

AS TO PARCEL 20-21-30-300-0A1E-0000:

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.

2. Water and Sewer Service Agreement by and between Florida Development and Utilities Company and Indian Hills Utilities, Inc., recorded in O.R. Book 583, Page 391, Public Records of Seminole County, Florida.

3. Decree Creating and Incorporating Lake Howell Water and Reclamation District recorded in O.R. Book 589, Page 545, Public Records of Seminole County, Florida.

4. Easement in favor of Florida Power Corporation recorded in O.R. Book 1002, Page 1446, Public Records of Seminole County, Florida.

5. Declaration of Easements recorded in O.R. Book 1180, Page 1322, as affected by Release and Termination of Declaration of Easements recorded in O.R. Book 1542, page 1495, Public Records of Seminole County, Florida.

6. Use Restriction contained in Special Warranty Deed recorded October 7, 2014, in O.R. Book 8344, Page 1155, Public Records of Seminole County, Florida.

7. All matters depicted or described on that certain Boundary Survey prepared by Southeastern Surveying, bearing survey date of August 26, 2014 and Drawing No. 00966001, including, the following:

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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a) Parcel B - Asphalt drive encroachments onto the adjacent properties to the north and south;

b) Parcel B – Concrete pad and transformer encroaching on the adjacent property to the north;

c) Parcel B – Fence encroachments onto the adjacent property to the north and south;

d) Parcel B – Asphalt drive encroaching over the 10' Utility Easement recorded in O.R. Book 1359, page 176;

AS TO ALL PROPERTY:

1. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance recorded in O.R. Book 2861, Page 1095, Public Records of Seminole County, Florida. The amount of the assessment or levy, if any, has not been determined.

2. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance recorded in O.R. Book 7154, Page 213, and O.R. Book 7154, Page 217, Public Records of Seminole County, Florida. The amount of the assessment or levy, if any, has not been determined.

3. Ordinance 14-1412 recorded in O.R. Book 8393, Page 68, Public Records of Seminole County, Florida.

4. Conditional Utility Agreement for Water and Wastewater or Reclaimed Water Services recorded in O.R. Book 10164, Page 775, Public Records of Seminole County, Florida.

5. Easement to Duke Energy Florida, LLC, contained in instrument recorded February 7, 2023, under O.R. Book 10386, Page 1033, Public Records of Seminole County, Florida.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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ATTACHMENT "I"

[FIRE STATION PLANS]

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Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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LOCATION MAP

SEMINOLE COUNTY FIRE STATION #25

Wilshire Blvd (SR 436)
Casselberry, FL 32707

95% CDs Progress Set

04/06/2023

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Design Team

SCHENKELSHULTZ
ARCHITECTURE

SHEET INDEX

GENERAL NOTE:
PERMIT REVIEW IS THROUGH CITY OF CASSELBERRY

DRAWING LIST - GENERAL INFORMATION

SHEET NUMBER	SHEET TITLE
G000	COVER
G001	GENERAL NOTES / SYMBOLS / ABBREVIATIONS
G002	LIFE SAFETY PLAN
G003	LIFE SAFETY PLAN
G004	PARTITION TYPES / NOTES
G005	TYPICAL PARTITION DETAILS
G006	SITE PLAN

DRAWING LIST - CIVIL

SHEET NUMBER	SHEET TITLE
C1	COVER SHEET
C2	GENERAL NOTES
C3	DEMOLITION PLAN
C4	SITE PLAN
C5	GRADING PLAN
C6	UTILITY PLAN
C7	SWPPP PLAN
C8	SWPPP DETAILS
C9	SWPPP DETAILS
C10	CIVIL DETAILS
C11	CIVIL DETAILS
C12	CIVIL DETAILS
C13	CIVIL DETAILS

DRAWING LIST - LANDSCAPE

SHEET NUMBER	SHEET TITLE
L1	LANDSCAPE PLAN DETAILS
L2	LANDSCAPE PLAN DETAILS
L3	TREE PROTECTION PLAN DETAILS

DRAWING LIST - STRUCTURAL

SHEET NUMBER	SHEET TITLE
S0.1	STRUCTURAL NOTES
S0.2	STRUCTURAL NOTES
S1.1	FOUNDATION PLAN
S1.2	FOUNDATION PLAN
S2.1	ROOF FRAMING PLAN
S2.2	ROOF FRAMING PLAN
S3.1	TYPICAL DETAILS
S3.2	TYPICAL DETAILS
S3.3	TYPICAL DETAILS
S3.4	TYPICAL DETAILS
S3.5	TYPICAL DETAILS
S3.6	TYPICAL DETAILS
S3.7	TYPICAL DETAILS
S3.8	TYPICAL DETAILS
S3.9	TYPICAL DETAILS
S3.10	TYPICAL DETAILS
S3.11	TYPICAL DETAILS
S3.12	TYPICAL DETAILS
S3.13	TYPICAL DETAILS
S3.14	TYPICAL DETAILS
S3.15	TYPICAL DETAILS

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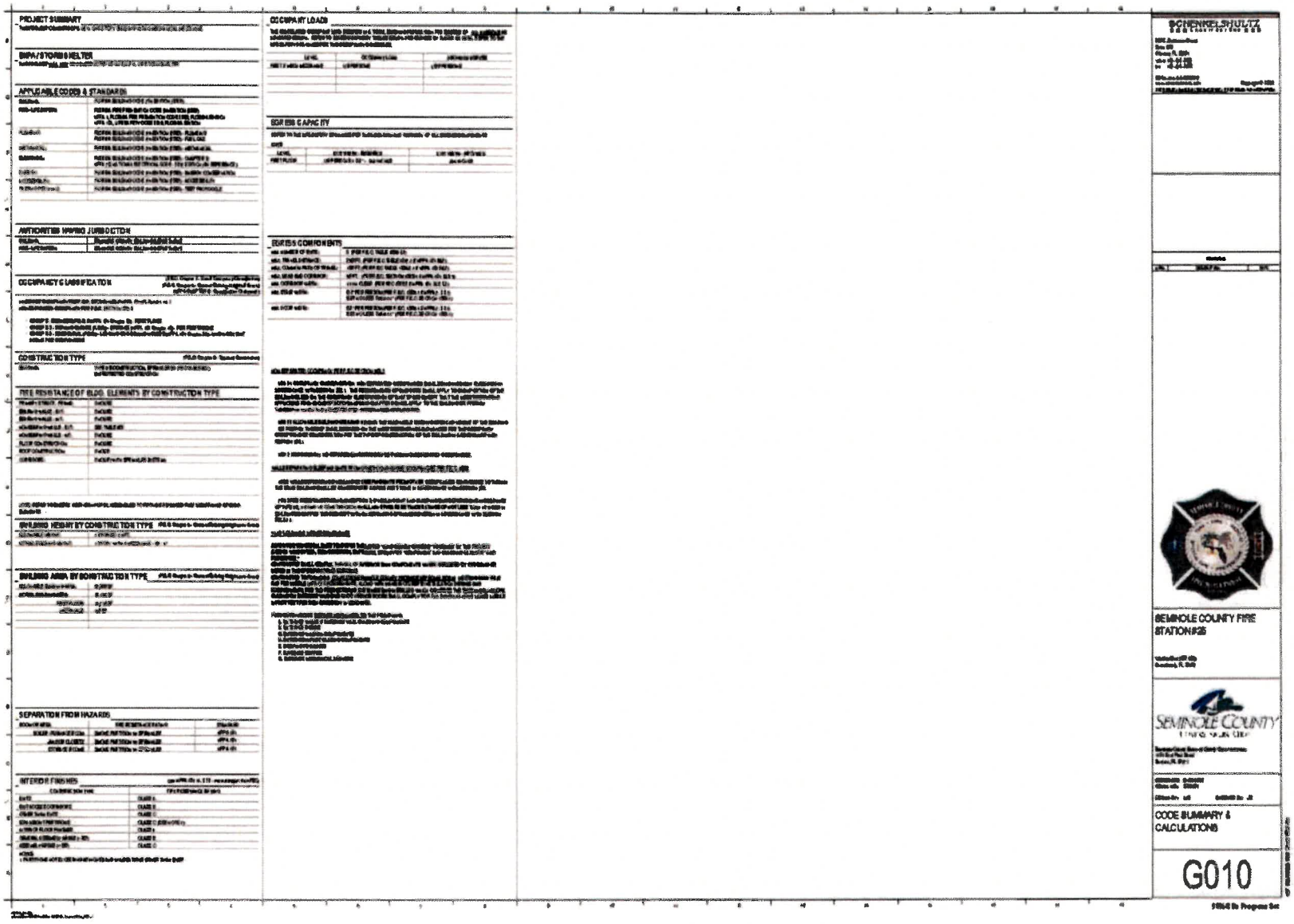

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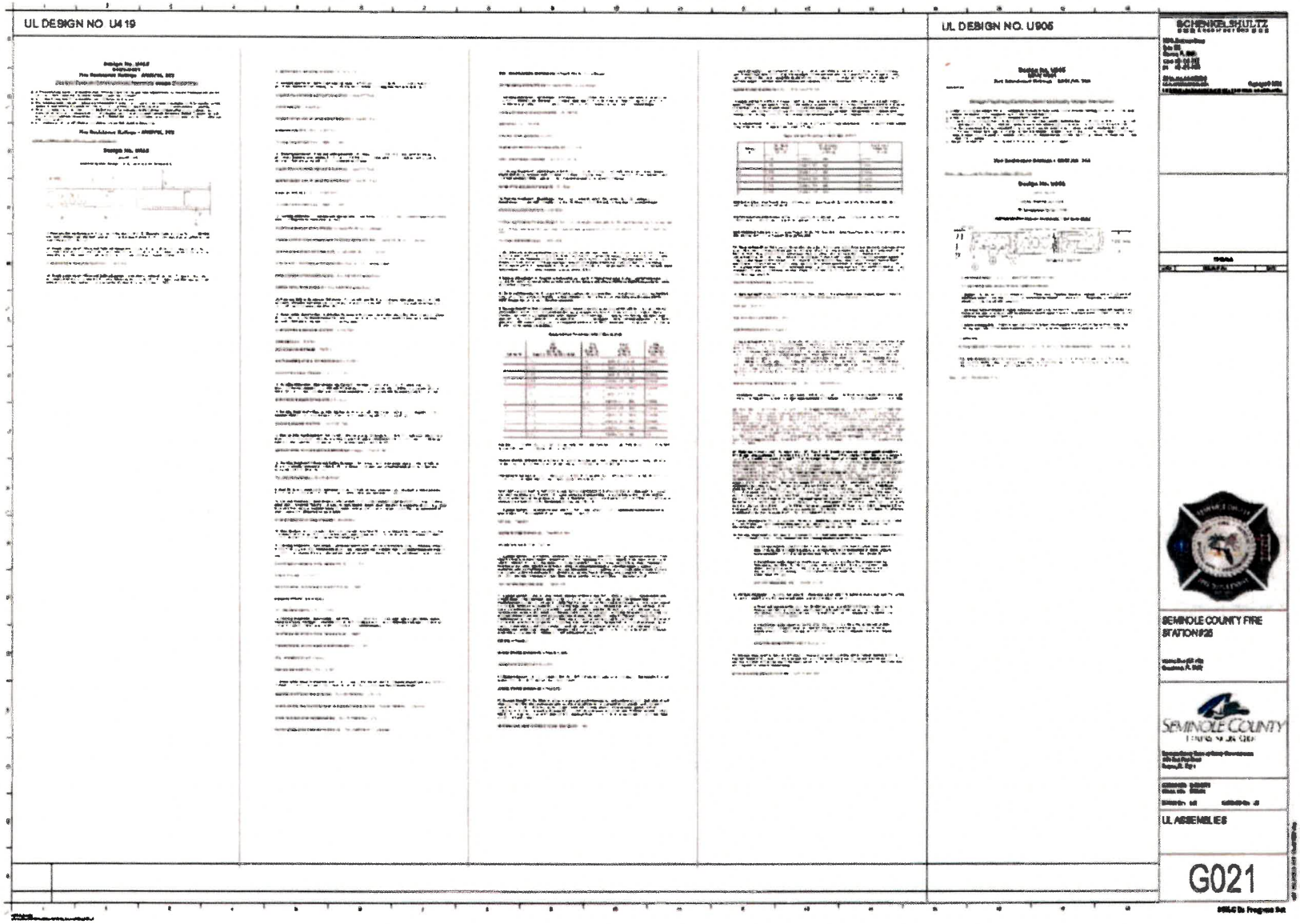

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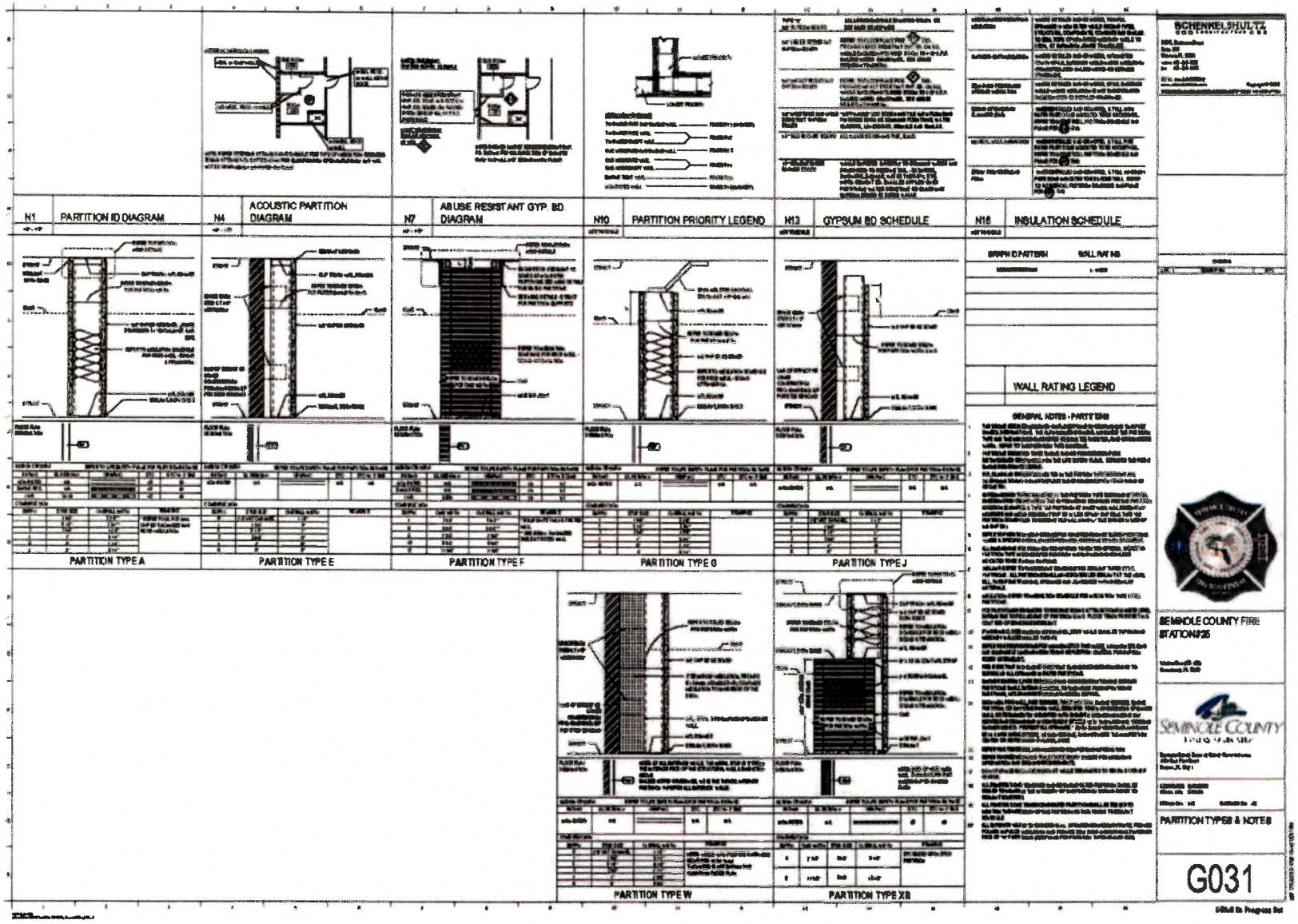

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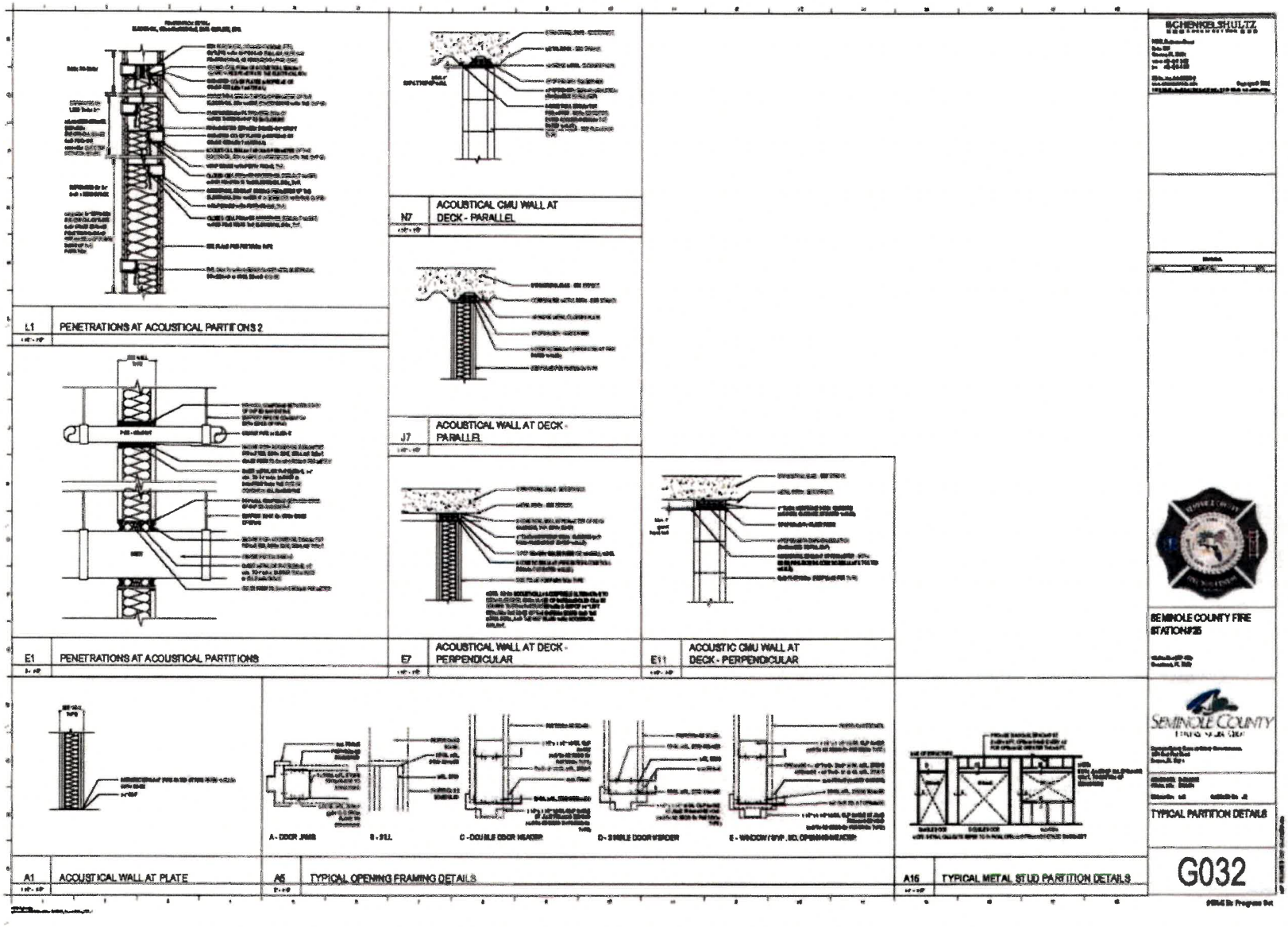

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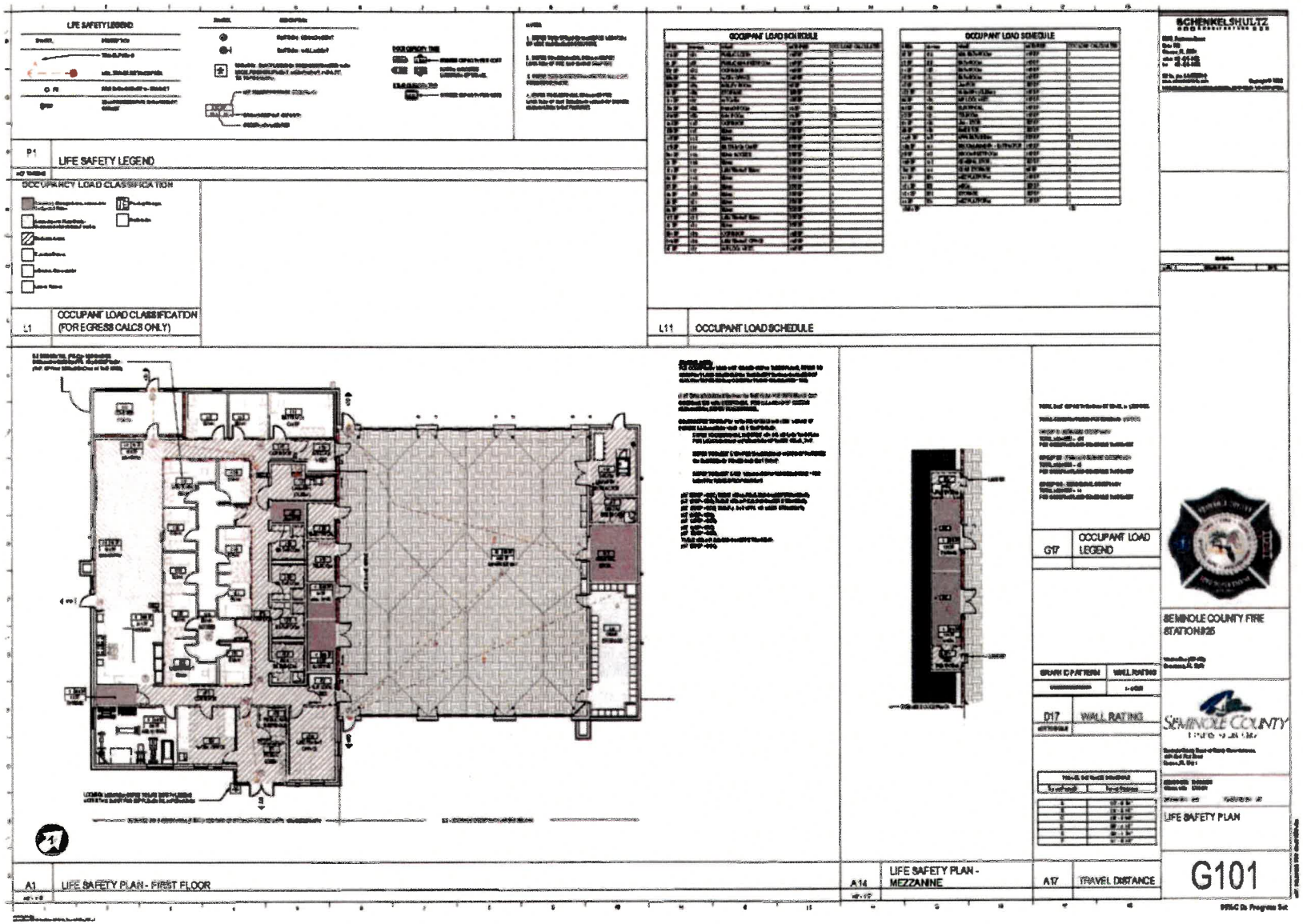

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FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into by and between 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, hereinafter referred to as the "COUNTY," and CITY OF CASSELBERRY, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, CITY has maintained fire and emergency medical service protection for the benefit of the citizenry thereof, and

WHEREAS, COUNTY agrees to render to CITY fire and emergency medical services (EMS), and CITY desires to receive such services upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and COUNTY agree as follows:

Section 1. Agreement. This Agreement is entered into between COUNTY and CITY pursuant to Chapters 125, 163, and 166, Florida Statutes (2014), as these statutes may be amended from time to time.

Section 2. Scope of Services.

(a) COUNTY shall provide fire, rescue, and emergency medical services to CITY at a standard corresponding to acceptable service delivery standards established by COUNTY. COUNTY agrees to maintain two (2) fire stations within the fire protection system with primary responsibility to provide services to CITY. Except as otherwise hereinafter specifically set forth,

this fire and EMS protection will encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, COUNTY Fire Department in accordance with the Charter and ordinances of COUNTY, and applicable laws of the State of Florida, to include without limitation the following:

(1) Fire Suppression Services: COUNTY shall maintain fire suppression services and provide these services to CITY through the use of fire engines, aerial devices as needed, specialty units, hazardous material response units as needed, and other fire suppression units as may be required.

(2) Emergency Medical Services. COUNTY shall maintain emergency medical services and provide these services to CITY in accordance with Chapter 64J-1, Florida Administrative Code, and Chapter 401, Florida Statutes (2014), as this statute and regulation may be amended from time to time. The emergency medical services unit shall provide a level of service equal to Advanced Life Support (ALS) as defined in Section 401.23(1), Florida Statutes (2014), as this statute may be amended from time to time, and any successor documents and in accordance with COUNTY Medical Director's, or his successor's, protocols. As part of the required emergency medical services, COUNTY shall also provide emergency medical transport services within CITY.

(3) Fire Prevention Services. COUNTY shall provide fire prevention services within the corporate limits of CITY. These activities include fire safety inspections, plans review, fire investigations, fire code enforcement, and other associated fire prevention services. COUNTY has the sole authority to appoint a person to enforce the rules and laws of the State Fire Marshal in accordance with Section 633.118, Florida Statutes (2014), as this statute may be

amended from time to time, and any successor documents. CITY shall collect and remit fees for fire prevention services on behalf of COUNTY at rates established by COUNTY quarterly.

(4) Required Reporting. COUNTY agrees to maintain statistical information at all times during the term of this Agreement and provide CITY, upon request, with written reports regarding response times, number and types of calls, fire property dollar loss, sprinkler system activations, ISO rating information, and false alarm response information related to services provided under this Agreement. COUNTY shall track and be capable of producing statistical data reports consisting of incidents that occurred only within CITY.

(5) Other Services. In addition to those duties and responsibilities described above, COUNTY hereby agrees to provide CITY at all times during the term of this Agreement, the following expertise, services, and facilities as may be required from time to time:

(i) Hazardous Materials Response Team. COUNTY shall provide hazardous materials team responses to CITY as is provided to the unincorporated area of the Seminole County.

(ii) Fire Arson Investigations. COUNTY shall cooperate fully with CITY and the State Fire Marshal's Office for the purpose of ensuring notification and ancillary scene support for fire arson investigations.

(iii) Related Services. COUNTY shall provide CITY with available fire, rescue and EMS planning information and assistance for CITY code modifications, CITY comprehensive plan modifications, CITY zoning issues, and related issues as requested.

(iv) Special Events. COUNTY shall provide the same level of standby coverage for special events within CITY as currently provided to those events taking place within the unincorporated areas of Seminole County.

Section 3 Employment Responsibilities.

(a) Transferred Employees.

(1) Definition and Scope. Subsequent to the following terms and conditions, all CITY employees, as designated in Attachment "A", will be transferred to and be employed by COUNTY effective October 1, 2015, and will thereafter have the same rights and responsibilities as are applicable to other similarly situated COUNTY employees. These employees will be referred to in this Agreement as "Transferred Employees."

(2) Employment Application. All Transferred Employees will be required to complete a COUNTY Employment application and will be required to meet the minimum job hiring requirements of COUNTY to include a pre-employment fitness for duty physical, successfully passing IPAT testing and a criminal background and driver's license check before entering service with COUNTY.

(3). Transferred Employees Are Not CITY Employees. All Transferred Employees and any other fire suppression and EMS personnel employed by COUNTY in performance of such services, functions and responsibilities as described and contemplated in this Agreement for CITY will be and remain COUNTY employees. None of the Transferred Employees may be considered to be in the employ of CITY for any purpose whatsoever to include any combination of the following without reservation: insurance benefits, compensation, pension benefits, a collective bargaining relationship, or any other status, right, privilege, or enjoyment.

(4) CITY's Limited Responsibility for Transferred Employees. CITY does not assume and expressly disclaims any liability for, or any direct payment of, any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers'

compensation fund pursuant to Chapter 440, Florida Statutes (2014), as this statute may be amended from time to time, vacation or compensatory time, sick leave benefits, or other amenities of employment to any COUNTY personnel performing services, duties and responsibilities under this Agreement for the benefit of CITY and its residents or any other liabilities whatsoever, unless specifically provided to the contrary in this Agreement. Except as provided for elsewhere in this Agreement, CITY is not liable for benefits, or compensation accrued on behalf of any Transferred Employee while employed by COUNTY, nor is CITY liable for compensation, contribution, or indemnity to COUNTY of any kind whatsoever, arising out of such employment and performance of the services, duties, and responsibilities contemplated in this Agreement.

(5) No Joint Employment. Under no circumstances and for no purpose will CITY and COUNTY be deemed joint employers of Transferred Employees. Moreover, this Agreement must always be construed to be consistent with this consideration and requirement.

(b) Time in Grade. COUNTY agrees and acknowledges that the length of service and time in grade earned by a Transferred Employee while a CITY employee will transfer to COUNTY system. Transferred Employees' date of hire or appointment with CITY Fire Department will be considered their date of hire or appointment with COUNTY Public Safety Department.

(c) Rate of Pay. Commencing October 1, 2015, COUNTY shall pay each Transferred Employee a base salary or wage that will provide each Transferred Employee the same pay provided by CITY as of June 1, 2015, provided it does not exceed the maximum pay within the pay band for COUNTY's similar positions. If the pay of the Transferred Employee exceeds the maximum of COUNTY pay band for that position, the Transferred Employee will be

placed at the top of the corresponding COUNTY pay band. Future pay raises will be in accordance with COUNTY policy, labor negotiations, or both, as is applicable.

(d) Employee Pensions:

(1) Florida Retirement System. COUNTY and CITY agree that all Transferred Employees who, at the time of transfer, were members of the Florida Retirement System (FRS) will continue to be members of FRS while employed by COUNTY. On and after October 1, 2015, COUNTY will be responsible for any and all required employer contributions to FRS on behalf of these Transferred Employees.

(2) FRS Election. COUNTY agrees that each Transferred Employee who, prior to the transfer date, was or is a member of CITY's Employees' Pension Plan will have the right to select participation within either the FRS or to remain in CITY's Employee's Pension Plan. COUNTY is not obligated to make any special payments or pay "past service" credits for Transferred Employees who elect to participate in FRS. The Transferred Employees' election may be made only once, will be irrevocable, must be in writing, and must be executed prior to service transfer. CITY will be responsible for securing the aforementioned election. If a Transferred Employee elects participation within the FRS, such employee will have the termination options available to such employee as set forth in CITY's General Employees' Pension Plan. The parties agree that a Transferred Employee will not accrue service in the Florida Retirement System and the respective CITY pension plan simultaneously.

(3) Continuation in CITY Pension Plan(s) – Contributions. For all Transferred Employees who elect to continue participation in CITY's Employees' Pension Plan, COUNTY agrees to pay into such pension plan monies equivalent to the sum total of the required contribution for the Transferred Employee to that plan and the required employer's

contribution as determined by the actuary employed by CITY's Pension Board of Trustees and as otherwise provided for by state law or by ordinance of CITY. At no time will COUNTY be required to contribute to any CITY pension plan at a rate greater than the employer contribution rate then required by the FRS for similarly classified employees.

(4) FRS Contributions. The parties agree that should a Transferred Employee elect to join the FRS, COUNTY shall make the required employer contribution to the FRS.

(5) FRS Past Service Credit. COUNTY will not finance or otherwise pay for the "past service" credit for Transferred Employees as defined by the FRS and as authorized under Chapter 121, Florida Statutes (2014), as the statute may be amended from time to time.

(e) Employment Right of Control. COUNTY shall have and maintain all responsibility for and control over the delivery of services, standards of performance, discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities described and contemplated in this Agreement, including the determination of wages and benefits for Transferred Employees.

(f) Assignment of Personnel. COUNTY agrees to transfer CITY employees identified on Attachment "A" to the initial COUNTY organization structure depicted on Attachment "B." COUNTY may alter assignments in the future consistent with COUNTY policies, procedures, and organizational needs.

(g) Worker's Compensation. COUNTY agrees to cover all costs for worker's compensation insurance for Transferred Employees effective October 1, 2015. Any worker's compensation claims made prior to October 1, 2015 will remain the responsibility of CITY. Any worker's compensation claims made by Transferred Employees related to accidents and injuries within the course and scope of employment with CITY will remain the responsibility of CITY in

accordance with Florida law. Any claims for a Transferred Employee's accident or injury reported by the Transferred Employee after October 1, 2015, but which is determined by an authorized treating physician to be causally related to a claim filed prior to October 1, 2015, will remain CITY's responsibility. CITY shall provide a list of prior claims made in the prior three (3) years to COUNTY on the Effective Date of this Agreement.

(h) Transfer of Vacation and Sick Leave Balances.

(1) Paid Time Off. All Transferred Employees will be placed into COUNTY's paid time off (PTO) system and accrue PTO under COUNTY's system.

(2) Vacation Leave Balances. COUNTY shall only assume responsibility for vacation leave balances of the Transferred Employees up to a maximum amount of 56 hours for shift assigned personnel and 40 hours for non-shift assigned personnel. For any Transferred Employees whose leave balances exceed 56 hours for shift assigned personnel and 40 hours for non-shift assigned personnel, CITY shall pay to COUNTY, by November 1, 2015, the cost of paying out leave balances, above the 56 or 40 hours respectively, at the Transferred Employee's hourly rate including benefits.

(3) Sick Leave/Catastrophic Leave. CITY shall pay to COUNTY 50% of the cost of the unused sick leave balances for any Transferred Employee, at the Transferred Employee's hourly rate as of October of 2015. Transferred Employees may participate in COUNTY's catastrophic leave program, on the same terms as other COUNTY Fire and EMS employees with the exception of the transfer of unused catastrophic leave balance to the sick leave bank. CITY shall pay COUNTY 50% of the cost of assuming this liability at the hourly rate for each employee at the time of transfer.

(i) Pre-Employment Fitness for Duty Physical Examination. All Transferred Employees shall take and pass the same pre-employment fitness for duty physical examination that is taken by all other COUNTY Fire/EMS job applicants. This physical examination will include an examination for all disabilities and diseases specified in Sections 112.18 and 112.181, Florida Statutes (2014), which give rise to the presumption that such disabilities and diseases were incurred in the line of duty. No applicant will be accepted as a Transferred Employee who has at the time of the examination any such disability (either partial or total) or disease specified in these statutes, unless a reasonable accommodation can be made for such applicant to continue in the same line of duty despite such disease or disability. For any such applicant for whom a reasonable accommodation can be made, CITY shall be responsible for workers' compensation expenses that are associated with the respective disability or disease diagnosed and documented while in CITY employ. CITY shall document all such expenses on the Effective Date of this Agreement.

(j) Pending Claims. CITY represents no employee listed in Attachment "A" has any pending and unresolved claim against CITY, including, but not limited to, claims of any nature related to alleged discrimination, pay, overtime, benefits, or for any other matter.

Section 4. Financial Considerations.

(a) Fire Fees:

(1) Rates. CITY agrees to implement COUNTY's Fire/Rescue Municipal Services Taxing Unit (MSTU) effective October 1, 2015 and as the MSTU millage rate may be revised from time to time (also described as "Fire Fees" below). CITY's initial implementation of the MSTU millage rate must be in a manner that is revenue neutral with respect to the aggregate millage rates that CITY residents pay collectively to CITY and COUNTY. The

millage rate for COUNTY Fire MSTU rate is 2.3299 mills as of the Effective Date of this Agreement. If CITY does not reduce its general operating millage rate by at least 2.3299 mills for fiscal year 2015/2016, then CITY will be in material breach of this Agreement entitling COUNTY to terminate this Agreement pursuant to Paragraph 7(c) below. The process for CITY to determine its general operating millage rate for fiscal year 2015/2016 remains subject to the requirements of Sections 286.0105 and 286.011, Florida Statutes (2014), concerning public meetings, as these statutes may be amended from time to time, and all other applicable law.

(2) CITY to Collect Fire Fees; Payment of Funds. CITY agrees to collect the Fire Fees established by COUNTY after the transfer date. CITY shall provide an accounting of the collected Fire Fees and pay to COUNTY quarterly.

(b) City Ambulance Billing:

(1) Transfer of Ambulance Billing. COUNTY agrees to assume responsibility for billing and collection activities associated with emergency medical transport services rendered to patients transported from within CITY's corporate limits effective October 1, 2015 and continually thereafter for the term of this Agreement. Billing will be conducted in accordance with COUNTY rates, procedures, and policies.

(2) Past Receivable and Previous Accounts. CITY shall maintain control of all transport accounts prior to October 1, 2015. COUNTY assumes no claim or liability for past transport accounts.

(3) CITY Authorizes COUNTY to Impose Transport Charges. CITY hereby authorizes COUNTY to impose emergency medical transport fees within CITY limits.

(4) Non-discriminatory Rate Structure. COUNTY hereby agrees to maintain an emergency medical transport fee rate structure which imposes fees on patients transported

from within CITY's corporate limits at rates which are no more than those imposed on patients transported from within the unincorporated limits of COUNTY.

(c) Financing of Required Services:

(1) CITY to Join COUNTY Fire/Rescue Municipal Services Taxing Unit. To provide COUNTY with a method to finance the services required of COUNTY by this Agreement for all fiscal years subsequent to October 1, 2015, CITY hereby agrees to join the MSTU effective not later than October 1, 2015. To that end, CITY further agrees to pass and adopt appropriate CITY interlocal agreements, resolutions, and ordinances to accomplish the aforementioned on or before September 1, 2015.

(2) Future CITY Financial Obligations.

(i) Definition. In this Subsection 4(c)(2), "Senior Employees" mean CITY's Fire Chief (County Pay Band E3, regular risk), CITY's three Battalion Chiefs (at County Pay Band 152/252, high risk), CITY's Special Project Coordinator and CITY'S Quality Assurance Officer as of September 30, 2015.

(ii) CITY's Additional Contribution for COUNTY's Services. CITY and COUNTY agree and acknowledge that the revenues generated from the MSTU within CITY are insufficient to support Fire/EMS operations within CITY's corporate limits based on the current taxing mechanism. Commencing March 1, 2017 and on or before March 1 of each year thereafter while this Agreement is in effect, CITY agrees to make an additional contribution to COUNTY to make up any shortfall between actual Fire/EMS operational expenditures and the revenues generated from the MSTU within CITY for the prior fiscal year. The amount of CITY's additional contribution to COUNTY for the prior fiscal year equals the amount of the actual Fire/EMS operational expenditures for the prior fiscal year as determined in Subsections

4(c)(2)(iii) and (iv) below, minus the combination of the total revenue generated from the MSTU and EMS transport revenue generated within CITY. If the result of this calculation is a negative amount, the amount of CITY's contribution will be deemed to be zero. If in two consecutive years, the application of this formula results in no additional contribution being required from CITY, there will be no further need for this fiscal review, or for CITY to make any additional contribution to COUNTY from that point on. In no event will COUNTY be required to pay any contribution or refund to CITY under this Subsection 4(c)(2).

(iii) Cost Accounting. Commencing on January 1, 2017 and on or before January 1 of each year thereafter while this Agreement is in effect, COUNTY shall provide to CITY a cost accounting of operational expenditures for all Fire/EMS services rendered to CITY for the previous fiscal year, taking into account any possible reductions for the Senior Employees' personnel costs as provided in subsection 4(c)(2)(iv) below. Due to the nature of the joint response system, COUNTY shall derive this cost accounting of operational expenditures exclusively from the operations of Fire Stations 21 and 25. The amount of the actual Fire/EMS operational expenditures for the prior fiscal year to be used in the calculation set forth in Subsection 4(c)(2)(ii) above will be based on this cost accounting of operational expenditures, taking into account any reductions for Senior Employees as provided in subsection 4(c)(2)(iv) below.

(iv) Adjustments for Senior Employees. The parties recognize that the transfer of Senior Employees to COUNTY may be a significant factor in any revenue insufficiency because, at least initially, COUNTY may be unable to assign these Senior Employees to permanent positions in COUNTY's organizational hierarchy. Because the cost of absorbing the Senior Employees could be reduced by the normal attrition of the Senior

Employees, and because such cost reductions might not be recognized unless they are audited separately, COUNTY shall perform a separate annual cost accounting of operational expenditures to track the costs associated with the absorption of these Senior Employees. For example, the Senior Employees' costs could be reduced or eliminated in any of the following circumstances: 1) a Senior Employee leaves COUNTY due to retirement or other normal attrition; 2) a vacancy in a permanent position occurs for which a Senior Employee is qualified or 3) COUNTY adds a permanent position for which the Senior Employee is qualified. COUNTY shall honor its policy of affording Senior Employees preferential hiring consideration within the Fire Rescue Division to increase the likelihood of a cost reduction or elimination. Accordingly, in the event any of the preceding or other applicable circumstances occur, COUNTY agrees that the personnel costs associated with the pertinent Senior Employee will be reduced or eliminated in COUNTY's cost accounting of operational expenditures as set forth in Subsection 4(c)(2)(iii) above, based on the separate cost accounting for the Senior Employees provided for in this Subsection 4(c)(2)(iv).

(3) Exclusion of Fire District MSTU taxes from the Community Redevelopment Trust Fund. CITY and COUNTY agree that the ad valorem tax imposed by COUNTY under COUNTY Fire Municipal Services Tax Unit (MSTU) within the Casselberry Redevelopment Area does not constitute Tax Increment Revenue and accordingly, must not be deposited into the Casselberry Redevelopment Agency ("CRA") Trust Fund. The parties agree the MSTU collection for fire and emergency medical services has nothing to do with redevelopment projects or activities within the Casselberry Redevelopment Area and that excluding this tax collection from the CRA Trust Fund is among the exceptions permitted by interlocal agreement as authorized by Section 163.387(3)(b), Florida Statutes (2014).

(4) Contingency for CITY to Switch Funding of Fire Rescue Services from Municipal Services Taxing Unit (MSTU) to Municipal Service Benefit Unit (MSBU). In the event COUNTY establishes a separate COUNTY MSBU for Fire and Rescue Services, CITY agrees to join this COUNTY MSBU within sixty (60) days of notification from COUNTY of the establishment of this MSBU. In this event, CITY shall continue to belong to the above described COUNTY MSTU for EMS, but this MSTU will no longer collect funds for fire and rescue services.

(d) Miscellaneous Fees. Any adopted fee schedule of COUNTY for fire and rescue services which has been uniformly adopted for COUNTY's MSTU District including, but not limited to, fees related to special event stand-bys, false alarms, and hazardous materials recovery, will apply within the corporate limits of CITY and will be payable to COUNTY in accordance with COUNTY's policies.

Section 5. Execution Date and Effective Date. The Execution 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 signatories of the parties. If the Execution Date is after October 1, 2015, the Effective Date of this Agreement is retroactive to October 1, 2015, notwithstanding the Execution Date. CITY and COUNTY agree to be bound by the terms of this Agreement as of October 1, 2015 and thereafter, unless and until this Agreement is terminated pursuant to Section 7. Each party confirms the other party is current in its obligations under this Agreement as of the Execution Date.

Section 6. Property Transfer.

(a) It is generally agreed by both CITY and COUNTY that ownership or control of facilities and equipment owned and used directly by CITY Fire Department immediately prior to the transfer date will pass from CITY to COUNTY upon the transfer date as more specifically described in this Agreement.

(b) Real Property and Improvements:

(1) CITY to Transfer Fire Stations. CITY currently operates two Fire Stations: Station 21 located at 681 Seminola Boulevard, Casselberry and Station 25 located at 1055 Red Bug Lake Road, Casselberry.

(i) Station 21. CITY agrees to transfer title of Station 21 to COUNTY (property parcel number 09-21-30-501-0C00-0030).

(ii) Station 25. COUNTY agrees to lease from CITY the property and improvements that constitute Fire Station Number 25, under the terms specifically described in Attachment "C" attached to this Agreement, for the sum of ONE AND NO/100 DOLLARS ($1.00) per year. Maintenance responsibility and liability are provided for in the Lease, Attachment "C."

(iii) The Wilshire Property. CITY and COUNTY agree to jointly develop for use as COUNTY EMS/Fire/Rescue operations approximately 2 acres of property owned by CITY known as the "Wilshire property." The Wilshire Property consists of the parcels collectively described in the two deeds attached to this Agreement as Attachment "D." Once agreement is reached on the portion of the Wilshire property to be developed for COUNTY EMS/Fire/Rescue operations, CITY shall transfer title to that parcel to COUNTY.

(2) Costs of COUNTY Computer Networks. All initial necessary costs to network communications of CITY equipment with COUNTY, including but not limited to computers and telephones, will be the responsibility of COUNTY.

(3) COUNTY Inspection Prior to Transfer. Prior to COUNTY initially taking possession of Stations 21 and 25, COUNTY shall inspect each station to evaluate the current condition of each building's major components such as roof, HVAC, septic/sewer, plumbing, and appliances, and shall evaluate each premises for the presence of unacceptable levels of mold. If necessary, COUNTY shall itemize any needed repairs in writing to CITY by June 1, 2015. CITY shall be responsible for making the repairs prior to September 1, 2015 unless otherwise mutually agreed in writing. CITY shall provide COUNTY with a written disclosure of all known defects or problems with these building by May 1, 2015. CITY shall provide COUNTY with copies of all drawings for these buildings, including all original and modified drawings, by May 1, 2015. CITY shall diligently undertake reasonable efforts to cure all known defects and problems with all real property as set forth in this subsection prior to September 1, 2015 or as soon as possible thereafter. CITY will not be required to undertake any additional testing to uncover latent defects unknown at the time of the Effective Date.

(c) Personal Property (Rolling Stock, Equipment, etc.). CITY agrees to transfer to COUNTY on October 1, 2015, all of CITY's capital assets as identified in Attachment "E." COUNTY hereby accepts all items in an "as is" condition. CITY makes no warranties as to the condition or performance of any such items. As of October 1, 2015, COUNTY assumes all liability for the proper utilization and operation of such items and agrees to defend, indemnify, and hold CITY harmless for any and all claims resulting from the use or operation of this rolling stock, equipment, and furniture. To the extent that any transferred emergency vehicle does not

meet COUNTY's minimum standards, COUNTY agrees to bring that vehicle up to COUNTY's minimum standards, through replacement or modification, within five (5) years from the effective date of this Agreement.

Section 7. Termination of Agreement.

(a) COUNTY does hereby acknowledge that CITY is entering into this Agreement in full reliance upon COUNTY's fulfillment of the obligations imposed by this Agreement for the full term contemplated in this Agreement. CITY also acknowledges that COUNTY expressly assumes the obligation of service described in this Agreement and COUNTY acknowledges and agrees that there will be certain costs and expenses and that COUNTY will be required to make numerous operational changes to and with COUNTY's existing system. COUNTY is entering into this Agreement in reliance that CITY will continue in this Agreement pursuant to the terms stated in this Agreement. However, CITY and COUNTY realize that unforeseen events may occur that may cause one or the other party or both to seek termination of this Agreement in a manner consistent with the terms described below:

(b) CITY. CITY agrees that prior to October 1, 2025, it shall not seek to terminate this Agreement except for just cause as related to a material breach of this Agreement. Subsequent to October 1, 2025, CITY may terminate this Agreement for any reason whatsoever, by giving written notice of termination to COUNTY; such termination will not be effective until the beginning of the first fiscal year, which is at least two (2) full years after receipt of written notice by COUNTY.

(c) COUNTY. COUNTY agrees that prior to October 1, 2025, it shall not seek to terminate this Agreement except for just cause as related to a material breach of this Agreement. Subsequent to October 1, 2025, COUNTY may terminate this Agreement, for any reason

whatsoever, by giving written notice thereof to CITY; provided, however, such termination will not be effective until the beginning of the first fiscal year which is at least two (2) full years after receipt of written notice by CITY. In the event of such termination, CITY shall render such aid, coordination, and cooperation to COUNTY that might be required for an expeditious and efficient termination of service.

(d) Interlocal Cooperation. In the event of termination of this Agreement, COUNTY and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from COUNTY to a Fire and Emergency Medical Service operated or contracted by CITY, and to maintain during such period of transition the same high quality of Fire and Emergency Medical Service otherwise afforded to the residents of CITY pursuant to the terms of this Agreement.

Section 8. Miscellaneous Provisions. CITY shall remain liable for any and all claims for property damage, liability, workers' compensation, environmental contamination, and any other matters, including but not limited to payment of claims, judgments, awards, and legal fees for injuries, illnesses, exposures or events occurring prior to the effective date of this Agreement.

Section 9. Notices. All notices required under this Agreement must be by first class mail, except that any Notice of Termination must be mailed return receipt requested. Any notice under this Agreement must be addressed to the party intended to receive it at the following addresses:

For CITY:

City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

For COUNTY

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

The notice address may be freely amended by either party by providing the other party written notice of the change of address.

Section 10. Amendments. The parties acknowledge, one to the other, that the terms of this Agreement including all the attachments constitute the entire understanding and agreement of the parties with respect to the subject matter of this Agreement. No modification of this Agreement will be effective unless in writing, executed with the same formalities as this Agreement is executed.

Section 11. Binding Effect. This Agreement inures to the benefit of and is binding upon the respective parties' successors and assigns.

Section 12. Assignment. COUNTY agrees not to assign any of the services specified by this Agreement to a third party without the express written permission of CITY.

Section 13. Conflict Resolution. If COUNTY and CITY disagree on an application or an interpretation of a portion of this Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both COUNTY and CITY are parties.

Section 14. Recordation. COUNTY shall record this Agreement with the Seminole County Clerk of the Court upon execution of the parties as specified in Section 5 of this

Agreement. Upon return from recordation, COUNTY shall deliver a recorded copy of this Agreement to CITY.

Section 15. 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.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.

ATTEST:

DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: _____
CHARLENE GLANCY , Mayor

Date: 12/8/14

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: 12/22/2014

As authorized for execution by the Board of County Commissioners at its December 9, 2014, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
12/01/14
Attachments:
Attachment "A" – Designation of Transferred Employees
Attachment "B" – COUNTY Organizational Structure depiction
Attachment "C" – Lease Agreement
Attachment "D" – Two deeds for the "Wilshire Property"
Attachment "E" – CITY Capital assets
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ATTACHMENT A

BK 455 PG 1372

Attachment A
Casselberry FD Transferring Employees

Employee Name	Position Title	FY15 Salary	Service Date
Harkins	Fire Chief	$ 110,815	6/3/02
Crabtree	Batallion Chief	$ 87,514	10/26/92
Decuir	Batallion Chief	$ 80,056	12/31/01
Krebs	Batallion Chief	$ 80,093	10/2/00
Barkett	Fire Lieutenant/Paramedic	$ 54,398	10/27/03
Hettler	Fire Lieutenant/Paramedic	$ 52,043	9/24/07
Jinright	Fire Lieutenant/Paramedic	$ 53,642	12/13/04
Schamberger	Fire Lieutenant/Paramedic	$ 55,483	10/21/02
Thompson	Fire Lieutenant/Paramedic	$ 64,988	6/13/94
Van Etten	Fire Lieutenant/Paramedic	$ 55,259	7/22/02
Walker	Quality Assurance Officer -Part-time	$ 50,468	9/24/07
Cacija	Special Projects Coordinator	$ 53,809	5/3/04
Ippolito	Fire Marshal	$ 74,376	1/2/07
Jensen	Fire Inspector - Firefighter/EMT	$ 50,977	5/19/97
Burton	Firefighter/EMT	$ 43,314	2/9/94
Gillam	Firefighter/EMT	$ 42,561	10/2/00
Idrogo	Firefighter/EMT	$ 45,348	2/8/99
Lindsey	Firefighter/EMT	$ 41,466	12/13/04
Marzolf	Firefighter/EMT	$ 37,985	2/7/11
Robinson	Firefighter/EMT	$ 43,487	10/22/99
Vacant	Firefighter/EMT	$ 33,333	TBD
Vacant	Firefighter/EMT	$ 33,333	TBD
Baugh	Firefighter/Paramedic	$ 35,191	4/1/13
Bhatti	Firefighter/Paramedic	$ 41,544	1/27/14
Flores	Firefighter/Paramedic	$ 42,583	1/7/13
Garcia	Firefighter/Paramedic	$ 48,091	9/18/06
Gentile	Firefighter/Paramedic	$ 42,583	3/11/13
Gilboy	Firefighter/Paramedic	$ 47,456	10/3/05
Grunden	Firefighter/Paramedic	$ 50,579	12/1/03
Hair	Firefighter/Paramedic	$ 45,417	3/31/08
Halcom	Firefighter/Paramedic	$ 50,477	3/31/03
Hollandsworth	Firefighter/Paramedic	$ 41,544	1/27/14
Imeson	Firefighter/Paramedic	$ 49,679	12/13/04
Johnston	Firefighter/Paramedic	$ 50,192	2/3/03
Jones	Firefighter/Paramedic	$ 50,491	1/24/01
Meadows	Firefighter/Paramedic	$ 56,057	1/25/95
Pullan	Firefighter/Paramedic	$ 46,544	4/23/07
Regan	Firefighter/Paramedic	$ 44,834	2/7/11
Sanchez	Firefighter/Paramedic	$ 37,390	1/7/13
Sao	Firefighter/Paramedic	$ 42,508	1/7/13
Ward	Firefighter/Paramedic	$ 37,985	2/7/11
Warren	Firefighter/Paramedic	$ 44,644	2/7/11
Zimmerman	Firefighter/Paramedic	$ 35,191	3/11/13

BK 455 PG 1373

ATTACHMENT B

BK455PG1374

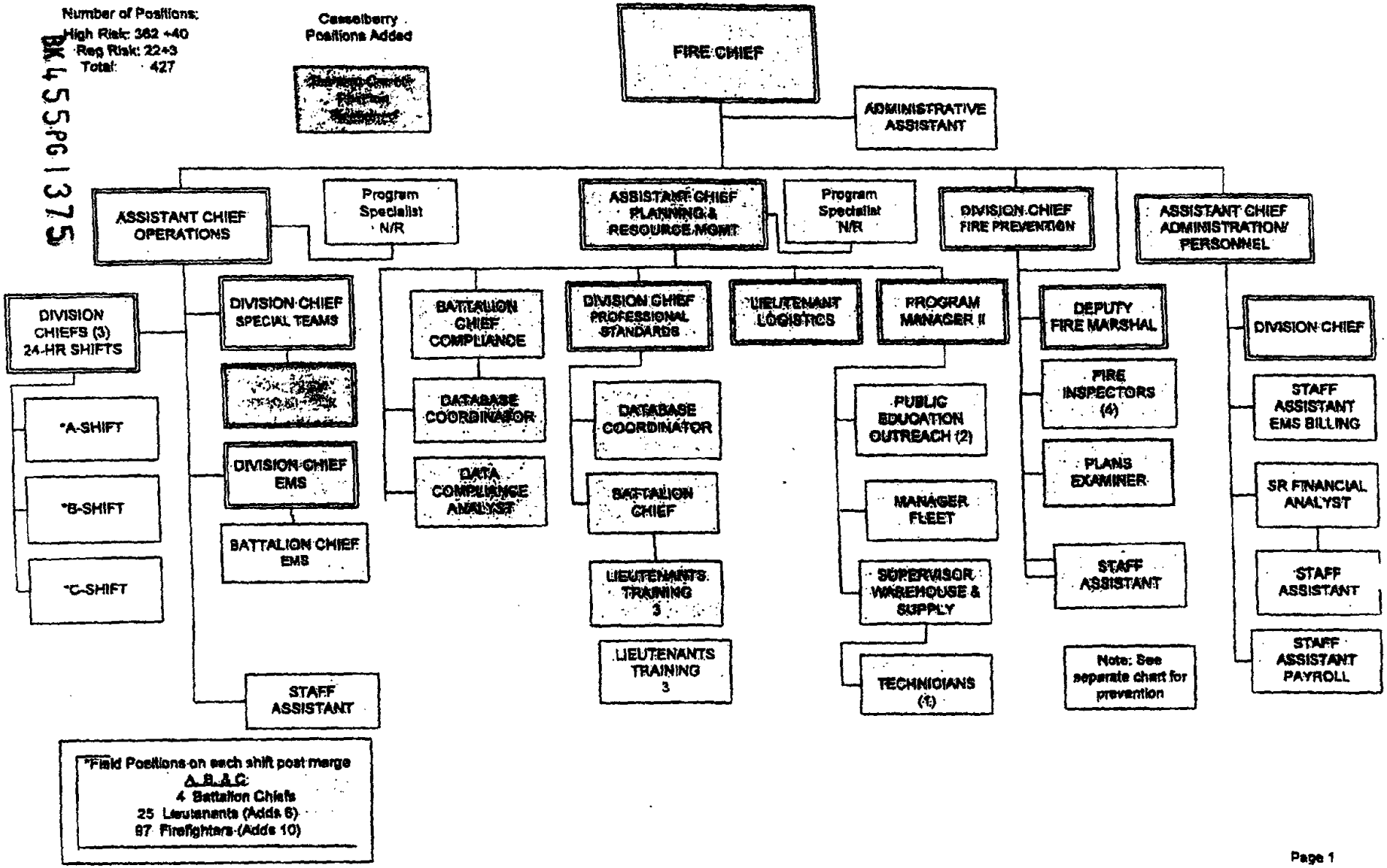
SEMINOLE COUNTY EMS/FIRE/RESCUE DIVISION W/ CASSELBERRY POSITIONS SHOWN

Number of Positions:
High Risk: 382 +40
Reg Risk: 22+3
Total: 427

Casselberry Positions Added

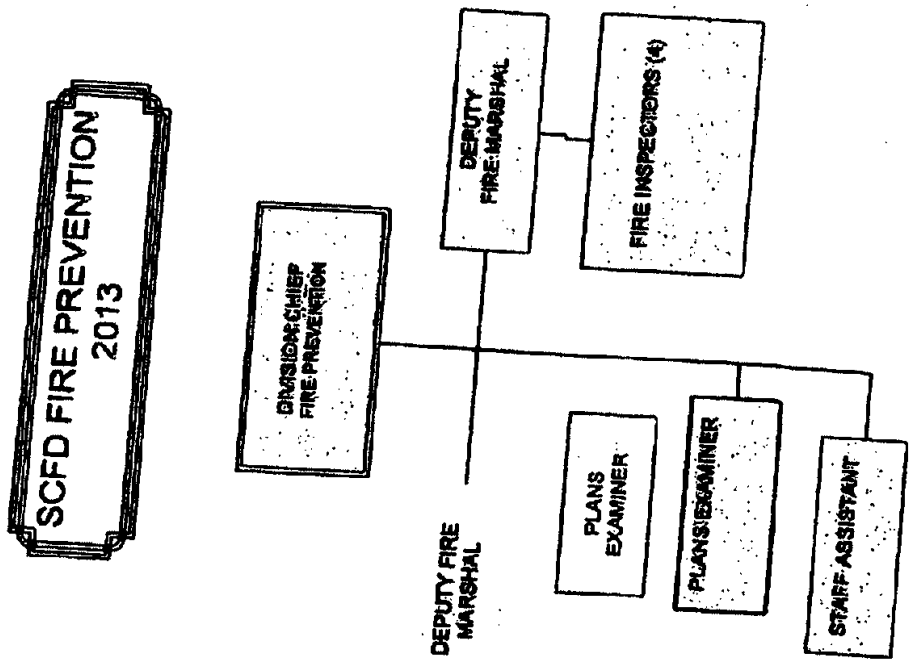
[redacted]

BK 4554 PG 1375



Sept 2013

Attachment B
Page 2 of 2



BK455PG1376

ATTACHMENT C

BK 455 PG 1377

ATTACHMENT C

LEASE AGREEMENT FOR FIRE STATION 25

THIS LEASE AGREEMENT is and entered into to be effective for the term stated herein, by and between the **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 the Lessor, hereinafter referred to as "CITY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, the Lessee, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, CITY and COUNTY have entered into a separate agreement to merge the existing CITY and COUNTY fire departments into a single COUNTY fire department; and,

WHEREAS, in furtherance of this merger CITY has agreed to lease CITY owned fire station previously known as CITY Fire Station Number 25 to COUNTY,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and COUNTY agree as follows:

Section 1. Leased Premises. CITY does hereby grant to COUNTY and COUNTY does hereby accept from CITY, the exclusive use and occupancy of the following described Leased Premises:

> Legal Description: Section 21, Township 21 South, Range 30 East, North 155 feet of the East 105 feet of the Southwest 1/4, Seminole County, Florida.
>
> Physical Address: 1055 Red Bug Lake Road, Casselberry, Florida

The Leased Premises as herein described also mean and refer to the property previously known as CITY Fire Station Number 25.

Section 2. Term. The term of this Lease Agreement commences on October 1, 2015 and continues for ten (10) years through September 30, 2025 unless the Interlocal Agreement between CITY and COUNTY providing for the merger of the two (2) fire departments is terminated at an earlier date, in which event the Lease Agreement terminates on the same date. Thereafter, this Lease Agreement will automatically renew on the same terms for another (10) years at the end of this and each succeeding ten (10) year term thereafter, unless the Interlocal Agreement is terminated in which event the Lease Agreement will be terminated on the same date as the Interlocal Agreement. Upon termination of this Lease Agreement, possession of the Leased Premises will revert to CITY.

Section 3. Rental. COUNTY shall pay CITY the sum of ONE AND NO/100 DOLLAR ($1.00) annually as rent for the Leased Premises.

Section 4. Repairs and Maintenance. During the term of this Lease Agreement, COUNTY agrees to maintain, at its expense, the Leased Premises in a clean condition, free from debris, normal wear and tear excepted. CITY shall perform the maintenance services for the grounds and structural portion of the buildings on the Leased Premises at CITY's expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing for two (2) years from the Effective Date of this Lease Agreement, after which COUNTY shall assume these responsibilities. COUNTY shall also maintain, at its expense, all other portions of the buildings on the Leased Premises occupied by COUNTY including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

Section 5. Structural Changes or Modifications by COUNTY. Any proposed changes, modifications, or capital improvements to the Leased Premises by COUNTY must first be submitted to CITY for review and approval. All changes, modifications, or capital improvements to the Leased Premises will be at COUNTY's expense and must be permitted and constructed under all requirements of CITY's building codes.

Section 6. Utilities. COUNTY agrees to pay all utilities for the Leased Premises which include, but are not limited to electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

Section 7. Liability. COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Leased Premises. COUNTY agrees to defend, indemnify, and hold CITY harmless for all such losses and claims for damages at the Leased Premises as permitted by Section 768.28, Florida Statutes (2014), as the statute may be amended from time to time. Further, should COUNTY purchase commercial insurance to finance such losses, CITY must be listed as an additional insured and it is understood that any such insurance will be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of COUNTY. If COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability insurance policy to provide this coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Leased Premises.

Section 8. Continued Use of the Leased Premises. COUNTY shall use the Leased Premises exclusively as a fire station. COUNTY agrees it will not close, vacate, relocate, or change the use of Leased Premises without the prior written approval of CITY. If COUNTY closes, vacates,

relocates, or changes the use of the Leased Premises without prior written approval of CITY, possession of the Leased Premises will revert to CITY.

Section 9. Quiet Possession. CITY shall warrant and defend COUNTY in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease Agreement.

Section 10. Notices. All notices required hereunder must be by first class mail, except that any Notice of Termination must be mailed return receipt requested. Any notice hereunder must be addressed to the party intended to receive it at the following addresses:

For CITY: City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

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

Section 11. Fire and Casualty.

(a) If the Leased Premises are totally or partially destroyed or rendered wholly or partially untenantable by fire or any other cause, COUNTY shall either: (1) restore the Leased Premises to the condition in which they existed prior to the destruction within one hundred eighty (180) days from the date of the damage; or (ii) construct a replacement fire station at COUNTY's expense, which will be owned by COUNTY and located in a different location within or near the boundaries of CITY. If COUNTY elects to construct a new fire station, then COUNTY may elect to terminate this Lease Agreement.

(b) COUNTY is responsible for maintaining fire and casualty insurance on any buildings on the Leased Premises and on any personal property located within the Leased Premises.

Section 12. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by CITY or by COUNTY may be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 13. Amendment or Modification. Both parties to this Lease Agreement acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement will be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

Section 14. Conflict Resolution. If COUNTY and CITY disagree on an application or an interpretation of a portion of this Lease Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both COUNTY and CITY are parties.

Section 15. Governing Law. This Lease Agreement is governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 16. Conflict of Interest.

(a) CITY 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 Lease Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2014), relating to ethics in government.

(b) CITY hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2014), as this statute may be amended time from time) either directly or indirectly, in the business of CITY to be conducted here, and that no such person will have any such interest at any time during the term of this Lease Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2014), as this statute may be amended time from time; CITY hereby agrees that monies received from COUNTY pursuant to this Lease Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 17. Consent. CITY and COUNTY each covenant and agree that in all instances where its consent or approval is required pursuant to the terms of the Lease Agreement, it shall not unreasonably withhold, condition, delay or deny such consent or approval.

Section 18. Warranties of Authority.

(a) CITY warrants that:

(1) CITY owns the buildings within which the Leased Premises are situated;

(2) CITY has the authority to enter into this Lease Agreement with COUNTY; and

(3) There are no liens or similar claims upon CITY or against the buildings.

(b) COUNTY warrants that it has the authority to enter into this Lease Agreement with CITY.

Section 19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 20. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Lease Agreement, and may not be used to define, describe, interpret or construe any provision of this Lease Agreement.

Section 21. Effective Date and Term. The Effective Date of this Lease Agreement will be the date when the last party has properly executed this Lease Agreement as determined by the date set forth immediately below the respective signatories of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.

ATTEST:
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: _____
CHARLENE GLANCY, Mayor

Date: 12/11/14

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

BK 455 PG 1384

ATTACHMENT C

ATTEST:

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

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
12/04/14
P:\Users\dedge\My Documents\Leases\2014\Fire Station Lease Station 25 (Casselberry) Exhibit.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 12/22/2014

As authorized for execution by the Board of County Commissioners at its December 9, 2014, regular meeting.

ATTACHMENT D

BK455PG1386

ATTACHMENT "D"

[redacted]

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05706 PGS 0698-0700
CLERK'S # 2005071062
RECORDED 04/29/2005 01:15:04 PM
DEED DOC TAX 4,550.00
RECORDING FEES 27.00
RECEIVED BY L Woolley

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed, this 21st day of April, 2005,

By: **MICHAEL A. GOODMAN**, an individual (hereinafter known as "Grantor")

To: **THE CITY OF CASSELBERRY, FLORIDA**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Fl 32707 (hereinafter known as "Grantee").

WITNESSETH:

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WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other valuable considerations, receipt whereof, is hereby acknowledged, by these presents, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, a One Hundred Percent (100%) interest in that certain two parcels of land, situate in Seminole County, State of Florida, legally described within **Exhibit "A,"** attached hereto ("Land"), and incorporated herein by reference.

Seminole County Tax Parcel Numbers: 20-21-30-300-0A1C-0000, and;
20-21-30-300-0A1H-0000

Subject to taxes for the year 2005, and thereafter, and subject to easements, restrictions, encumbrances and reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **Land is not the Homestead Property of Grantor.**

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, that Grantor is lawfully seized of a One Hundred Percent (100%) interest in the Land in fee simple, and that Grantor has good right and lawful authority to sell and convey Grantor's interest in said Land, and; hereby warrants the title to Grantor's interest in said Land, and will defend the same, to the extent of Grantor's interest, against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

This is not a certified copy.

IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year above first written.

Signed, sealed and delivered in the presence of:

Name: [illegible]

Name: [illegible]

GRANTOR:
MICHAEL A. GOODMAN,

By: _____

860 S.R. 434 North, Suite 7
Altamonte Springs, Fl. 32714

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF ~~SEMINOLE~~ PIMA

The foregoing instrument was acknowledged before me, this 25 day of April, 2009, by Michael A. Goodman, who is personally known to me, and did not take an oath.

_____
Notary Public
Name: LANI SANTIAGO
My Commission Expires: 10/07/2008

LANI SANTIAGO
Notary Public - Arizona
Pima County
My Commission Expires
October 7, 2008

This is not a certified copy

EXHIBIT "A"

Lot 1:
From the Northwest corner of the Southwest ¼ of the Northeast ¼ of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds, East, along the North Line of said Southwest ¼ of the Northeast ¼ of Section 20, Township 21 South, Range 30 East, a distance of 1,227.93 feet, thence run South 47 degrees 12 minutes 42 seconds East, 255.54 feet, thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; thence run South 47 degrees 12 minutes 42 seconds East, 330.00 feet; for a Point of Beginning, run thence North, 42 degrees 47 minutes 18 seconds East, 236.50 feet; thence South 47 degrees 12 minutes 42 seconds East, 260.00 feet; thence South 42 degrees 47 minutes 18 seconds West, 236.50 feet; thence North 47 degrees 12 minutes 42 seconds West, 260.00; to the Point of Beginning.

AND

LOT 2
From the Northwest corner of the Southwest ¼ of the Northeast ¼ of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds, East, along the North Line of said Southwest ¼ of the Northeast ¼ of Section 20, Township 21 South, Range 30 East, a distance of 1,227.93 feet, thence run South 47 degrees 12 minutes 42 seconds East, 255.54 feet, thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; thence run South 47 degrees 12 minutes 42 seconds East, 590 feet; to a point on the Northwest Right-of-Way line of Wilshire Boulevard; run thence South 42 degrees 47 minutes 18 seconds West, along the Northwesterly Right-of-Way of Wilshire Boulevard, a distance of 40 feet, to a Point of Beginning; run thence South 42 degrees 47 minutes 18 seconds West, along the Northwesterly Right-of-Way line of Wilshire Boulevard, a distance of 200.00 feet; run thence North 47 degrees 12 minutes 42 seconds West, 158 feet; run thence North 42 degrees 47 minutes 18 seconds East, 200 feet; run thence South 47 degrees 12 minutes 42 seconds East, 158 feet; to the Point of Beginning

This is not a certified copy

MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08344 Pgs 1155 - 1159; (5pgs)
CLERK'S # 2014109848
RECORDED 10/07/2014 04:10:51 PM
DEED DOC TAX 6,300.00
RECORDING FEES 44.00
RECORDED BY H DeVore

Prepared by and return to:
Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873

Parcel ID: 20-21-30-300-0A1B-0000 and
20-21-30-300-0A1E-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 1 day of October, 2014, by and between **AMF BOWLING CENTERS, INC.**, a Virginia corporation, as successor by merger to Fair Lanes Maryland Bowling, Inc., a Maryland corporation, as successor by merger to Fair Lanes Florida Bowling, Inc., a Maryland corporation, as successor by merger to Fair Lanes Orlando Properties, Inc., a Maryland corporation ("Grantor") whose mailing address is 7313 Bell Creek Road, Mechanicsville, VA 23111, and the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipal corporation, ("Grantee") whose address is 95 Triplet Lake Drive, Casselberry, FL 32707. (Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Seminole, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the following:

A) THE CONVEYANCE MADE BY GRANTOR HEREIN IS SUBJECT TO THE RESTRICTION THAT GRANTEE, AND ITS SUCCESSORS AND ASSIGNS AS THE OWNER OF THE PROPERTY HEREBY CONVEYED, WILL NOT OPERATE A BOWLING CENTER OR BOWLING FACILITY ON THE PROPERTY, NOR ALLOW ANY BOWLING USE TO BE CONDUCTED THEREON, FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE HEREOF. THIS RESTRICTION SHALL BIND GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS AND IS EXPRESSLY INTENDED TO RUN WITH THE LAND BEING HEREBY CONVEYED; and

B) Permitted Exceptions attached as **Exhibit "B"** and made a part hereof, the reference of which shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that the Grantor will warrant and defend the Property against all persons claiming by through or under Grantor only, but not otherwise.

IN WITNESS WHEREOF, GRANTOR has hereunder set its hand and seal the day and year first above written.

[signature page to follow]

Signed, sealed and delivered
in the presence of:

(signature)

Bowale Taiwo
(print name)

(signature)

Matthew Palatnik
(print name)

AMF BOWLING CENTERS, INC., a Virginia corporation

By: David Hochberg

Print name: David Hochberg

Title: VP Real Estate

7313 Bell Creek Road
Mechanicsville, VA 23111

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 29th day of September, 2014, by David Hochberg the VP Real Estate of AMF BOWLING CENTERS, INC., a Virginia corporation (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Danielle Capestany
Notary Public
Print Name: Danielle Capestany
My Commission expires:

DANIELLE ~~GIORGIANNI~~ CAPESTANY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6130706
Qualified in Queens County
My Commission Expires July 18, 2017

EXHIBIT "A"

Parcel A:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4, Section 20, Township 21 South, Range 30 East, a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet, run thence North 42 degrees 47 minutes 18 seconds East 484.91 feet to the Point of Beginning; thence continue North 42 degrees 47 minutes 18 seconds East 255.00 feet, run thence South 47 degrees 12 minutes 42 seconds East 590.00 feet to a point on the Northwesterly right of way line of Wilshire Blvd., run thence South 42 degrees 47 minutes 18 seconds West along said Northwesterly right-of-way line 240.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 410.00 feet, run thence South 42 degrees 47 minutes 18 seconds West 15.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 180.00 feet to the Point of Beginning.

LESS AND EXCEPT that portion as set forth in Warranty Deed recorded in Official Records Book 1542, Page 1502, Public Records of Seminole County, Florida, being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4 of said Section 20 a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet; run thence North 42 degrees 47 minutes 18 seconds East 739.91 feet; run thence South 47 degrees 12 minutes 42 seconds East 590 feet to a point on the Northwest right-of-way line of Wilshire Boulevard, run thence South 42 degrees 47 minutes 18 seconds West along the Northwesterly right-of-way of Wilshire Boulevard, a distance of 40 feet to a Point of Beginning; run thence South 42 degrees 47 minutes 18 seconds West along the Northwesterly right-of-way line of Wilshire Boulevard a distance of 200.00 feet, run thence North 47 degrees 12 minutes 42 seconds West 158 feet, run thence North 42 degrees 47 minutes 18 seconds East 200 feet, run thence South 47 degrees 12 minutes 42 seconds East 158 feet to the Point of Beginning.

Parcel B:

From the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89 degrees 55 minutes 00 seconds East along the North line of said Southwest 1/4 of the Northeast 1/4 of Section 20, Township 21 South, Range 30 East, a distance of 1227.93 feet, run thence South 47 degrees 12 minutes 42 seconds East 255.54 feet, run thence North 42 degrees 47 minutes 18 seconds East 739.91 feet, run thence South 47 degrees 12 minutes 42 seconds East 300.00 feet to the Point of Beginning, run thence North 42 degrees 47 minutes 18 seconds East 436.50 feet to a point on the Southwesterly right-of-way line of State Road No. 436, run thence South 47 degrees 12 minutes 42 seconds East along said Southwesterly right-of-way line 30.00 feet, run thence South 42 degrees 47 minutes 18 seconds West 436.50 feet, run thence North 47 degrees 12 minutes 42 seconds West 30.00 feet to the Point of Beginning.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.

2. Water and Sewer Service Agreement by and between Florida Development and Utilities Company and Indian Hills Utilities, Inc., recorded in O.R. Book 583, Page 391, Public Records of Seminole County, Florida.

3. Decree Creating and Incorporating Lake Howell Water and Reclamation District recorded in O.R. Book 589, Page 545, Public Records of Seminole County, Florida.

4. Easement in favor of Florida Power Corporation recorded in O.R. Book 1002, Page 1446, Public Records of Seminole County, Florida.

5. Declaration of Easements recorded in O.R. Book 1180, Page 1322, as affected by Release and Termination of Declaration of Easements recorded in O.R. Book 1542, page 1495, Public Records of Seminole County, Florida.

6 All matters depicted or described on that certain Boundary Survey prepared by Southeastern Surveying, bearing survey date of August 26, 2014 and Drawing No. 00966001, including, the following:
a) Parcel B - Asphalt drive encroachments onto the adjacent properties to the north and south;
b) Parcel B – Concrete pad and transformer encroaching on the adjacent property to the north;
c) Parcel B – Fence encroachments onto the adjacent property to the north and south;
d) Parcel B – Asphalt drive encroaching over the 10' Utility Easement recorded in O.R. Book 1359, page 176;
e) Parcel A – Fence encroachments onto the adjacent property as shown along the boundary lines; and
f) Parcel A – Overhead electrical lines encroaching onto adjacent property to the north.

BK 455 PG 1394

ATTACHMENT E

BK455PG1395

Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
11/19/01	COMPUTER EQUIP	PROJECTOR PROXIMA DP6860 XGA 2400 LUMENS	ADMIN	3,999.00
06/01/05	COMPUTER EQUIP	PROJECTOR BEN Q XGA 2200 LUMENS DIGITAL W SCREEN	FS21	2,342.32
07/25/06	COMPUTER EQUIP	MONITOR SAMSUNG SYNCMASTER 214T FLAT	ADMIN	-
07/26/06	COMPUTER EQUIP	PROJECTOR XGA 3000 LUMENS	ADMIN	1,995.00
09/18/06	COMPUTER EQUIP	SCANNER FUJITSU 5650C SCANNER W CONNECTION	ADMIN	4,950.00
05/09/07	COMPUTER EQUIP	COMPUTER MPC CLIENTPRO 424 ALL-IN-ONE	ADMIN	1,985.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
11/19/09	COMPUTER EQUIP	DELL E6400ATG	ADMIN	1,607.00
03/19/12	COMPUTER EQUIP	COMPUTERS - OPTIPLEX 790	ADMIN	867.60
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/14/12	COMPUTER EQUIP	TABLET ACCESSORIES	ADMIN	113.57
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE-RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE FIRE-RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.72
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.70
06/25/12	COMPUTER EQUIP	HARDWARE - FIRE/RESCUE SOFTWARE	RESCUE	2,446.70
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/05/13	COMPUTER EQUIP	GETAC D-400 LAPTOP	ADMIN	2,300.00
06/19/13	COMPUTER EQUIP	LAPTOP - GETAC V-200	ADMIN	3,462.11
06/19/13	COMPUTER EQUIP	LAPTOP - GETAC V-200	ADMIN	3,462.11
04/28/14	COMPUTER EQUIP	DELL LATITUDE E6430 ATG	RESCUE	2,176.00
04/28/14	COMPUTER EQUIP	DELL LATITUDE E6430 ATG	ADMIN	2,176.00
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
06/17/14	COMPUTER EQUIP	LAPTOP -GETAC V200	RESCUE	3,313.11
09/15/14	COMPUTER EQUIP	MOBILE DATA TERMINAL - I7-3520M, 2.6GHZ PROCESSOR	RESCUE	2,415.00
12/11/13	EQUIP OTHER	SPRINKLER/FIRE SAFETY "HOUSE"	ADMIN	64,114.27
09/26/86	EQUIP OTHER	PUMP AMKUS BACK-UP HAND PUMP	FS25	552.50
11/12/86	EQUIP OTHER	PUMP HAND PUMP AMKUS HAND PUMP	FS25	552.50
12/04/87	EQUIP OTHER	LAERDAL AIRWAY TRAINER	ADMIN	900.00
01/29/91	EQUIP OTHER	RESPIRATOR TEST KIT	ADMIN	575.00
01/16/92	EQUIP OTHER	VAC SUPER VAC PRESSURE VENTILATION AIR SYSTEM PPV	FS21	860.00
10/28/92	EQUIP OTHER	PATIENT SIMULATO/DYSRYTHNIA G	FS21	995.00
11/09/92	EQUIP OTHER	MONITOR AKRON APOLLO DECK/PORTABLE MONITOR NOZZLE	FS21	1,560.00
12/01/93	EQUIP OTHER	WASHER/EXTRACTOR UNIMAC	FS25	2,379.00
12/01/93	EQUIP OTHER	WASHER/EXTRACTOR UNIMAC	FS25	2,379.00
05/16/94	EQUIP OTHER	INSTALITE HONDA EX350 HAND HELD GAS LIGHT/SRU-21	RESCUE	675.00
02/16/95	EQUIP OTHER	GENERATOR 75KW KATOLIGHT GENERATOR	FS25	15,425.00
05/07/95	EQUIP OTHER	GENERATOR ELECTRICAL KATOLIGHT GENERATOR 75 KW	UTILITY LIFT STATIONS	15,209.00
07/10/95	EQUIP OTHER	SURGE & LIGHTING SUPPRESSION	FS25	1,338.40
08/31/95	EQUIP OTHER	TRAFFIC CONTROL EMITTER 3M & CONTROL SWITCH	FS21	1,495.00
10/31/95	EQUIP OTHER	DETECTOR CO DETECTOR/SNIFFER W CASE/STA 21 BAT#21	RESCUE	589.00
02/05/96	EQUIP OTHER	SWITCH TRANSFER SWITCH 225A 120/240 V	FS25	5,395.00
05/03/96	EQUIP OTHER	DISPLAY BOARD - NOMADIC 8 X5 3"	ADMIN	1,508.43
11/04/96	EQUIP OTHER	TRAILER BOAT TRAILER FOR RESCUE BOAT	FS21	-
05/28/97	EQUIP OTHER	RESUSCITATOR AMBUMATIC W PT CIRCUIT	FS21	1,188.65
03/18/98	EQUIP OTHER	GENERATOR COLEMAN GAS POWERED 5.5HP 3000WT	ADMIN	699.00
02/04/99	EQUIP OTHER	VALVE AKRON PISTON INTAKE RELIEF VALVE E-25	FS25	740.00
02/04/99	EQUIP OTHER	VALVE AKRON PISTON INTAKE RELIEF VALVE E-21	FS21	740.00
03/17/99	EQUIP OTHER	AIR COMPRESSOR COMPAIR MAKO FOR AIR FILL STATION	FS25	9,423.01
03/17/99	EQUIP OTHER	AIR FILL STATION STA 25	FS25	3,513.99
05/10/99	EQUIP OTHER	TEST KIT WATER FLOW TEST KIT	FS21	745.00
11/23/99	EQUIP OTHER	CARBON MONIXIDE MONITORING SYSTEM COMPAIR MAKO	FS25	3,818.00
12/10/99	EQUIP OTHER	FOG MACHINE W TIMER F-100	ADMIN	774.00
12/10/99	EQUIP OTHER	FOG MACHINE W TIMER F-100	ADMIN	774.00
04/21/00	EQUIP OTHER	HEAT SENSOR KNOX SCAN HEAT SENSOR	FS21	500.00
04/21/00	EQUIP OTHER	HEAT SENSOR KNOX SCAN HEAT SENSOR	FS25	500.00
04/25/00	EQUIP OTHER	LIGHTBAR SMARTVECTOR LIGHTBAR W SIGNALMASTER,SIREN	PD	1,272.09
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS21	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS25	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS25	3,689.55
09/18/00	EQUIP OTHER	PUMP AMKUS MINI PUMP GH2A W(2)20'EXT HOSES	FS21	3,689.55
09/18/00	EQUIP OTHER	COMBI TOOL AMKUS W D HANDLE	FS21	3,429.00
09/18/00	EQUIP OTHER	COMBI TOOL AMKUS W D HANDLE	FS25	3,429.00

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Acquisition Date	Asset Type	Description	Location	Amount
09/18/00	EQUIP OTHER	SPREADER AMKUS 32" RESCUE SPREADER	FS21	4,851.00
09/18/00	EQUIP OTHER	SPREADER AMKUS 32" RESCUE SPREADER	FS25	4,851.00
09/18/00	EQUIP OTHER	CUTTER AMKUS RESCUE CUTTER	FS21	2,565.00
09/18/00	EQUIP OTHER	CUTTER AMKUS RESCUE CUTTER	FS25	2,565.00
09/18/00	EQUIP OTHER	RAM AMKUS 40" RESCUE RAM	FS21	1,502.10
09/18/00	EQUIP OTHER	RAM AMKUS 40" RESCUE RAM W 10" EXTENSION	FS25	1,502.10
09/18/00	EQUIP OTHER	RAM AMKUS 30" RAM W 10" EXTENSION	FS21	1,451.70
09/18/00	EQUIP OTHER	RAM AMKUS 30" RAM W 10" EXTENSION	FS25	1,451.70
10/30/00	EQUIP OTHER	BIKE 2001 GT TIMBERLINE LTD	FS21	699.94
10/30/00	EQUIP OTHER	BIKE 2001 GT TIMBERLINE LTD	FS21	699.94
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FIRE MARSHAL	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS25	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
12/22/00	EQUIP OTHER	AIR PACK 45 MIN W MASK, VOICE AMPLIFIER AND TANK	FS21	3,691.00
01/11/01	EQUIP OTHER	LIGHTBAR SMARTVECTOR W SIGNALMASTER,SIREN-FDFC#11	ADMIN	1,350.91
01/11/01	EQUIP OTHER	BREATHING AIR STORAGE SYSTEM - 4 CYLINDER 6000 PSI	FS25	4,150.00
04/09/01	EQUIP OTHER	NITROUS OXIDE UNIT W 4 "A"SIZE CYLINDERS MDS MATRX	FS25	1,750.00
10/10/01	EQUIP OTHER	FUEL TANK 1000 GAL CONVAULT W PRECAST SLAB & PUMP	FS21	9,173.46
10/10/01	EQUIP OTHER	FUEL TANK 1000 GAL CONVAULT W PRECAST SLAB & PUMP	FS25	9,173.46
12/18/01	EQUIP OTHER	DELUGE GUN HI-RISER APOLLO WATER GUN W COMPONENTS	FS21	2,584.50
02/01/02	EQUIP OTHER	GENERATOR PORTABLE 6000 WATT GAS GENERATOR DG6000	FS21	1,775.56
02/01/02	EQUIP OTHER	GENERATOR PORTABLE 6000 WATT GAS GENERATOR DG6000	FS25	1,775.56
03/11/02	EQUIP OTHER	MOTOR MERCURY 25HP OUTBOARD MOTOR W ELECTRIC START	FS21	2,238.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
03/27/02	EQUIP OTHER	DIESEL FILTRATION SYSTEM WARD "NO SMOKE"	FS21	8,488.00
04/22/02	EQUIP OTHER	AIR CONDITIONER DUOTHERM PENGUIN 13,500 BTU	RESCUE	3,124.00
04/22/02	EQUIP OTHER	AIR CONDITIONER DUOTHERM PENGUIN 13,500 BTU	RESCUE	4,357.20
05/01/02	EQUIP OTHER	MANIKIN TRAINING SIMULATOR SIMULAIDS STAT 5'10BODY	RESCUE	2,960.00
09/12/02	EQUIP OTHER	INTERCOM SYSTEM MODEL 3010 - ON #FDR-25	RESCUE	1,918.56
01/07/03	EQUIP OTHER	HAZARD HOUSE MODELTECH FIRE HAZARD SIMULATOR	FIRE MARSHAL	5,980.00
01/20/03	EQUIP OTHER	THERMAL IMAGING SYSTEM BULLARD T-3 W DIRECT CHARGE	FS21	9,200.00
01/20/03	EQUIP OTHER	THERMAL IMAGING SYSTEM BULLARD T-3 W DIRECT CHARGE	FS25	9,200.00
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
06/11/03	EQUIP OTHER	SCBA AP50 W/CRB EBSS 4500 45 MIN W VOICE AMPLIFIER	FS21	3,577.50
07/09/03	EQUIP OTHER	EXERCISE WEIGHT MACHINE MALIBU UNIVERSAL MACHINE	FS21	3,000.00
08/04/03	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW	FS21	1,030.25
06/16/04	EQUIP OTHER	FAN 21" TEMPEST ELECTRIC FAN BLOWER VARI SPEED	FS25	1,496.00
10/01/04	EQUIP OTHER	GENERATOR ONAN AT STA 21 681 SEMINOLA BV	FS21	24,451.00
11/02/04	EQUIP OTHER	RACK 6' ROLLING HOSE RACK	FS21	1,647.00
11/24/04	EQUIP OTHER	WASHER 30LB WASHER/EXTRACTOR HYDRAULIC W DRY CLEAN	FS21	3,645.00
11/24/04	EQUIP OTHER	DRYER 35 LB LAUNDRY & DRY CLEANING EQ DRYING TUMBL	FS21	2,315.00
02/03/05	EQUIP OTHER	POWERTEC SMITH SYSTEM P-SCS	FS21	1,099.00
03/30/05	EQUIP OTHER	EXERCISE EQUIPMEMT POWERTEC SMITH SYSTEM P-SCS	RESCUE	1,099.00
06/28/05	EQUIP OTHER	FAN TEMPEST 21"ELECTRIC BLOWER VARI SPEED FAN	ADMIN	1,813.78
06/28/05	EQUIP OTHER	FAN TEMPEST 21"ELECTRIC BLOWER VARI SPEED FAN	ADMIN	1,813.78
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	RESCUE	4,146.84
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	RESCUE	4,146.84
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	FS21	4,523.32
06/30/05	EQUIP OTHER	SCBA SCOTT AIRPAK FIFTY	FS21	4,523.32
07/15/05	EQUIP OTHER	CAP LEER MODEL 100 CAP TOPPER W WINDOWS	FIRE MARSHAL	1,049.00
09/01/05	EQUIP OTHER	STRETCHER EZ PRO R4 FSS	RESCUE	3,166.10
09/01/05	EQUIP OTHER	STRETCHER EZ PRO R4 FSS	FS21	3,166.10
12/19/05	EQUIP OTHER	FAN TEMPEST VENTILATION FAN 21" ELECTRIC BLOWER	FS21	1,674.00
12/19/05	EQUIP OTHER	FAN TEMPEST VENTILATION FAN 21" ELECTRIC BLOWER	FS21	1,674.00
12/20/05	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW W 14"X1"DIAMOND BLADE	FS25	1,217.50

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Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
12/20/05	EQUIP OTHER	SAW PARTNER K-950 RESCUE SAW W 14"X1"DIAMOND BLADE	FS25	1,217.50
12/28/05	EQUIP OTHER	DEFIBRILLATOR LIFEPAK 12	ADMIN	22,027.20
01/12/06	EQUIP OTHER	TEST SYSTEM UNIVERSAL PORTACOUNT FIT TEST SYSTEM	FS21	10,176.75
01/24/06	EQUIP OTHER	TRUCK STRUT KIT	FS25	2,543.82
02/02/06	EQUIP OTHER	THERMAL IMAGER BULLARD T3 MAX	ADMIN	10,000.00
02/02/06	EQUIP OTHER	THERMAL IMAGER BULLARD T3 MAX	ADMIN	10,000.00
02/08/06	EQUIP OTHER	DECK GUN AKRON BRASS APOLLO DECK GUN	FS25	1,765.00
02/16/06	EQUIP OTHER	PLOTTER HP DESIGNJET 800 6GB HD 96MG RAM - BLACK	ADMIN	4,845.00
04/04/06	EQUIP OTHER	SCBA TEST BIOSYSTEMS POSICHECK III LO/HI SCBA TEST	FS21	8,195.00
05/04/06	EQUIP OTHER	OPTICOM SYSTEM (ALLOWS RESCUE TO CHANGE SIGNALS)	ADMIN	121,248.00
06/26/06	EQUIP OTHER	SINK STAINLESS 2 COMPARTMENT DECONTAMINATION SINK	FS21	1,627.09
07/26/06	EQUIP OTHER	COMPRESSOR BAMO7HF3MAKO COMPRESSOR MODULE W CO MON	FS21	22,243.00
07/26/06	EQUIP OTHER	FILL STATION SCFS2-4HP FILL STATION	FS21	5,995.00
07/26/06	EQUIP OTHER	STORAGE SYSTEM (8 CYLINDERS) HC-60-4W	FS21	8,938.00
09/13/06	EQUIP OTHER	BATTERY CHARGER W/CORD FOR AUTOPULSE BATTERIES	ADMIN	1,806.68
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.46
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.46
09/13/06	EQUIP OTHER	BATTERY CHARGER W/CORD FOR AUTOPULSE BATTERIES	ADMIN	1,806.68
09/13/06	EQUIP OTHER	AUTOPULSE RESUSCITATION SYSTEM W PLATFORM	ADMIN	11,069.47
01/12/07	EQUIP OTHER	GENERATOR HONDA PORTABLE IN TK# FDFP268	FIRE MARSHAL	1,599.96
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS25	2,078.00
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS21	2,078.00
09/26/07	EQUIP OTHER	STAIR-PRO STAIR CHAIR MODEL 6252	FS21	2,078.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS21	1,700.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS25	1,700.00
06/09/08	EQUIP OTHER	AUTO VENT 2000 ALLIED LSP	FS25	1,700.00
07/08/08	EQUIP OTHER	MERCURY MONITOR W/4477 NOZZLE	ADMIN	1,964.50
07/08/08	EQUIP OTHER	MERCURY MONITOR W/4477 NOZZLE	ADMIN	1,964.50
12/02/08	EQUIP OTHER	FIRE EXTINGUISHER TRAINING SYSTEM BULLEX	FIRE MARSHAL	5,393.18
01/05/11	EQUIP OTHER	LATE COST	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COST	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.09
01/05/11	EQUIP OTHER	LATE COSTS	ADMIN	160.05
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.19
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.18
01/20/11	EQUIP OTHER	COT-AMBULANCE 6500 POWER PRO	RESCUE	11,341.18
02/02/11	EQUIP OTHER	DEFIBRILLATOR	RESCUE	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.10
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.09
02/02/11	EQUIP OTHER	DEFIBRILLATOR	ADMIN	36,059.09
06/02/11	EQUIP OTHER	DUMMY-RUGGED RESCUE	ADMIN	1,375.50
08/30/11	EQUIP OTHER	SPIRIT CT800 TREADMILL	FS21	3,194.00
08/30/11	EQUIP OTHER	SPIRIT CT800 TREADMILL	FS25	3,194.00
08/30/11	EQUIP OTHER	STAIRMASTER SM916 STEPMILL	FS21	6,069.00
09/30/11	EQUIP OTHER	ACCESS CONTROL SYSTEM	FS21	10,386.83
09/30/11	EQUIP OTHER	ACCESS CONTROL SYSTEM	FS25	10,368.83
09/30/11	EQUIP OTHER	LIGHTBAR WITH OPTICOM	ADMIN	2,893.89
02/01/12	EQUIP OTHER	5 SENSOR EAGLE 2 GAS MONITOR	ADMIN	2,815.00
02/01/12	EQUIP OTHER	5 SENSOR EAGLE 2 GAS MONITOR	ADMIN	2,815.00
08/28/12	EQUIP OTHER	GENESIS C-236 CUTTER	FS25	6,503.86
08/28/12	EQUIP OTHER	C-165 CUTTER	FS21	5,553.28
08/28/12	EQUIP OTHER	S49-XL SPREADER	FS21	6,508.61
08/28/12	EQUIP OTHER	S49-XL SPREADER	FS21	6,508.61
08/28/12	EQUIP OTHER	MACH III OUTLAW HONDA 6.5	FS21	10,356.56
08/28/12	EQUIP OTHER	MACH III OUTLAW HONDA 6.5	FS21	10,356.56
08/28/12	EQUIP OTHER	C-30 MINI CUTTER	FS21	2,031.39
08/28/12	EQUIP OTHER	C-30 MINI CUTTLER	ADMIN	2,031.39
08/28/12	EQUIP OTHER	26-59 TELESCOPING RAM	ADMIN	6,070.30
08/28/12	EQUIP OTHER	26-59 TELESCOPING RAM	ADMIN	6,070.30
08/28/12	EQUIP OTHER	E-FORCE 14-C VARIO	ADMIN	10,366.06
08/28/12	EQUIP OTHER	E-FORCE 14-C VARIO	ADMIN	10,366.06
08/28/12	EQUIP OTHER	POWER WEDGE KIT IN BAG	ADMIN	1,730.05
08/28/12	EQUIP OTHER	POWER WEDGE KIT IN BAG	ADMIN	1,730.05
08/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
08/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
08/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
08/28/12	EQUIP OTHER	QUICK-KUT HAMMER & IMPACT	ADMIN	3,410.68
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
09/06/12	EQUIP OTHER	FIRE CHAIN SAW	ADMIN	1,569.88
02/21/13	EQUIP OTHER	STRETCHER POWER LOAD	ADMIN	22,700.00

Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
03/14/13	EQUIP OTHER	APX 7000 IMPRES SINGLE UNIT CHARGER	ADMIN	500.00
03/14/13	EQUIP OTHER	APX 7000 IMPRES	ADMIN	8,600.00
05/23/13	EQUIP OTHER	STRETCHER POWER LOAD INSTALLATION	ADMIN	300.00
06/01/13	EQUIP OTHER	INSTALLATION & REMOVAL OF RADIOS IN RESCUE VEHICLE	ADMIN	1,196.97
07/30/13	EQUIP OTHER	DIFIBRILLATOR - LIFEPAK CRPLUS	ADMIN	1,295.00
07/30/13	EQUIP OTHER	DIFIBRILLATOR - LIFEPAK CRPLUS	ADMIN	1,295.00
07/30/13	EQUIP OTHER	DIFIBRILLATOR - LIFEPAK CRPLUS	ADMIN	1,295.00
07/30/13	EQUIP OTHER	DIFIBRILLATOR - LIFEPAK CRPLUS	ADMIN	2,184.00
11/26/13	EQUIP OTHER	GRAPHICS	ADMIN	1,950.00
12/11/13	EQUIP OTHER	GENERATOR - HONDA EV 6500 IS	ADMIN	4,890.00
12/11/13	EQUIP OTHER	TV - 26" LCD TV	ADMIN	975.00
12/11/13	EQUIP OTHER	WEATHER SMART PACKAGE	ADMIN	5,300.00
12/11/13	EQUIP OTHER	AWNING	ADMIN	870.00
12/11/13	EQUIP OTHER	ELECTRONIC LEVELING JACKS	ADMIN	1,745.00
01/05/14	EQUIP OTHER	STEPMILL - STAIRMASTER SM5 D-1 CONSOLE	ADMIN	5,328.00
02/27/14	EQUIP OTHER	BUNKER GEAR-JACKET,TROUSERS & SUSPENDERS	RESCUE	2,073.15
02/27/14	EQUIP OTHER	BUNKER GEAR-JACKET,TROUSERS & SUSPENDERS	RESCUE	2,073.15
08/19/14	EQUIP OTHER	BUNKER GEAR-(1) GLOBE JACKET,TROUSERS & SUSPENDERS	RESCUE	1,884.68
01/19/05	IMPROVEMENTS-OTHER	FIBEROPTIC CABLE NEW FIRE STA 21 ON SEMINOLA	FS21	20,567.24
01/25/05	IMPROVEMENTS-OTHER	PHONE SYSTEM NEW FIBER OPTIC FOR DETACHED BUILDING	FS21	53,302.45
06/06/05	IMPROVEMENTS-OTHER	SIGN STATION 21 D/F SIGN CABINET W ALUMINUM PANELS	FS21	8,000.00
07/12/05	IMPROVEMENTS-OTHER	FENCE WHITE VINYL 800'X8' FIRE STATION 21 SEMINOLA	FS21	22,400.00
02/11/05	INFRASTRUCTURE	TRAFFIC SIGNALS AT SEMINOLA & NE TRIPLET BY STA 21	FS21	131,096.01
11/04/96	MARINE EQUIP	BOAT RESCUE ONE 1997 16' DIVE/RESCUE BOAT	FS21	7,000.00
03/24/06	MARINE EQUIP	COMMAND CONSOLE W SEAT, STEERING&ENGINE CONTROLS	FS21	2,140.85
02/05/99	OFFICE EQUIP & FURNITURE	FILES (3) 6 TIER LETTER SIZE LATERAL FILE CABINETS	RESCUE	3,573.51
11/14/00	OFFICE EQUIP & FURNITURE	FILE CABINET 6 TIER 3 UNIT LETTER SIZE	RESCUE	3,573.51
02/08/05	OFFICE EQUIP & FURNITURE	TABLE VERSTEEL RECTANGLE TABLE 48"X144" EBONY	FS21	1,092.40
12/21/05	OFFICE EQUIP & FURNITURE	CABINET HOSE STORAGE UNIT METAL MOBILE HOSE - RED	FS21	1,612.50
12/21/05	OFFICE EQUIP & FURNITURE	CABINET SCBA STORAGE UNIT METAL MOBILE HOSE - RED	FS25	1,612.50
08/11/94	RADIOS & EQUIP	CONTROL STATION BASE OPE 8655	ADMIN	681.00
05/23/95	RADIOS & EQUIP	KENWOOD 2 METER FM MOBILE TRAN	ADMIN	648.75
08/03/99	RADIOS & EQUIP	AVL AUTOMATIC VEHICLE LOCATOR WITH GPS SOFTWARE	FS21	3,420.00
08/03/99	RADIOS & EQUIP	AVL AUTOMATIC VEHICLE LOCATOR WITH GPS SOFTWARE	FS21	3,350.00
03/05/04	RADIOS & EQUIP	ADAPTER XTVA MOBILE VEHICULAR ADAPTER W CONTROL HE	FIRE MARSHAL	1,428.43
08/24/05	RADIOS & EQUIP	RADIO MIDLAND 100 WATT TRUNK MOUNT RADIO WMIKE&ANT	RESCUE	1,196.85
08/24/05	RADIOS & EQUIP	RADIO MIDLAND 100 WATT TRUNK MOUNT RADIO WMIKE&ANT	RESCUE	1,196.85
08/24/05	RADIOS & EQUIP	RADIO MIDLAND 100 WATT TRUNK MOUNT RADIO WMIKE&ANT	RESCUE	1,196.85
08/29/11	RADIOS & EQUIP	STATION ALERTING SYSTEM	ADMIN	11,318.00
03/22/12	RADIOS & EQUIP	T25 4-PERSON WIRELESS INTERCOM SYSTEM	FS25	6,139.50
03/22/12	RADIOS & EQUIP	R25 3-PERSON WIRELESS INTERCOM SYSTEM	FS25	5,037.50
03/22/12	RADIOS & EQUIP	BC21 2-PERSON WIRELESS INTERCOM SYSTEM	FS21	3,815.50
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.38
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37

Casselberry FD Personal Property Listing

Acquisition Date	Asset Type	Description	Location	Amount
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 700XE W/ACCESSORIES - PORTABLE RADIO	RESCUE	5,275.37
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.43
06/28/12	RADIOS & EQUIP	MOTOROLA APX 6500 W/DIGITAL & ACCESSORIES	ADMIN	4,504.42
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	RADIO MOTOROLA APX700XE	ADMIN	5,955.00
10/24/13	RADIOS & EQUIP	CHARGER MOTOROLA	ADMIN	1,080.00
02/01/01	VEHICLES	TRUCK FD251 FORD 2001 1/2 TON F-150 CREW CAB	ADMIN	25,107.90
07/05/01	VEHICLES	FIRE TRUCK #FD200 2001 PIERCE ENFORCER WITH PUMP	FS21	245,090.00
04/18/02	VEHICLES	TRUCK #FD223 YUKON 2002 GMC 4X2	RESCUE	26,966.00
02/18/04	VEHICLES	TRUCK #FD280 2004 CHEVROLET SILVERADO V8 CREWCAB	ADMIN	38,955.80
06/16/05	VEHICLES	TRUCK #FDFP266 CHEVROLET SILVERADO 2005	FIRE MARSHAL	17,577.00
09/01/05	VEHICLES	FIRE TRUCK #FDE204 2005 SUTPHEN SP70 TOWERPLATFORM	FS21	576,666.00
01/05/07	VEHICLES	AMBULANCE RESCUE #FDR224 2007 FREIGHTLINER ALF M2	FS25	199,411.09
04/16/07	VEHICLES	CAR #FD269 2007 CHEVY IMPALA W LIGHT KIT	ADMIN	19,079.00
05/14/07	VEHICLES	TRUCK #FD268 2007 CHEVY SILVERADO WITH TRUCK CAP	FIRE MARSHAL	21,070.33
01/15/12	VEHICLES	2012 CHEVY SUBURBAN W/ RUNNER KIT	ADMIN	42,832.00
03/31/12	VEHICLES	FD SUBURBAN ADD-ONS	FS21	5,119.69
04/11/12	VEHICLES	CABINETS/SLIDE - 2012 CHEVY SURBURBAN	ADMIN	3,648.00
12/13/12	VEHICLES	S3 SUTPHEN CUSTOM PUMPER	ADMIN	435,075.00
07/11/13	VEHICLES	2013 FIRE RESCUE VEHICLE AMBULANCE	FS21	264,435.00
03/11/14	VEHICLES	AMBULANCE 2006 MED-TEC RESCUE	RESCUE	31,000.00
TOTAL				3,768,882.46

COPY

RESOLUTION 14-2685

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE FIRE AND EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Casselberry has maintained fire and emergency medical service protection for the benefit of its residents and the community; and

WHEREAS, consolidation of Fire and Emergency Medical Services from the City of Casselberry into Seminole County has been considered for several years and is expected to lead to higher levels of organizational and cost efficiencies; and

WHEREAS, Seminole County agrees to render to the City of Casselberry fire and emergency medical services, and the City of Casselberry desires to receive such services upon the terms and conditions set forth in an Interlocal Agreement; and

WHEREAS, the current level of fire and emergency medical services that the residents of the City currently enjoy will continue to be provided by the Seminole County Fire Department after consolidation occurs; and

WHEREAS, City of Casselberry staff has reviewed the Interlocal Agreement and finds it acceptable to meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Fire and Emergency Medical Services Interlocal Agreement Between Seminole County and City of Casselberry (attached as Exhibit A), and authorizes the Mayor to execute said document on behalf of the City.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 8th day of December, AD 2014.

ATTEST:

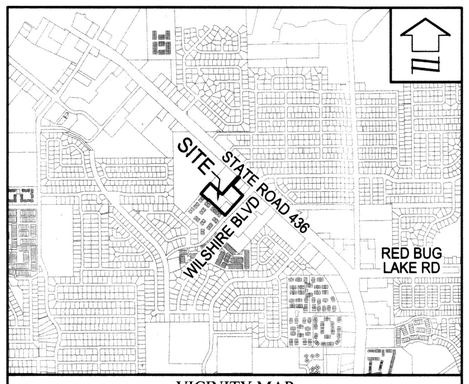
Donna G. Gardner
City Clerk

Charlene Glancy
Mayor/Commissioner

BK 455 PG 1402

CITY OF CASSELBERRY
PUBLIC SAFETY FACILITY

A PORTION OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA



VICINITY MAP
(1" = 2000')

LEGAL DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET; THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE WIDTH RIGHT OF WAY); THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 476.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 410.00 FEET; THENCE S42°18'11"W, A DISTANCE OF 15.00 FEET; THENCE N47°41'49"W, A DISTANCE OF 180.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 255.00 FEET; THENCE S47°41'49"E, A DISTANCE OF 300.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 218,875 SQUARE FEET OR 5.02 ACRES MORE OR LESS.

SHEET INDEX:

SHEET 1:	COVER SHEET/DEDICATION
SHEET 2:	PLAT NOTES
SHEET 3:	PLAT GEOMETRY

PLAT LEGEND/ABBREVIATIONS:

±	MORE OR LESS	L	LENGTH
ID	IDENTIFICATION	R	RADIUS
ORB	OFFICIAL RECORD BOOK	Δ	DELTA
PB	PLAT BOOK	CB	CHORD BEARING
PG	PAGE	CD	CHORD DISTANCE
CCR	CERTIFIED CORNER RECORD	PNT	POINT OF NON-TANGENCY
℄	CENTERLINE	PC	POINT OF CURVATURE
⊡	FOUND CONCRETE MONUMENT AS NOTED	PT	POINT OF TANGENCY
■	SET 5/8" IRON ROD & CAP (DEWBERRY PRM LB 8011)	PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT	R/W	RIGHT OF WAY
⊛	SET NAIL & DISK (PRM LB 8011)	(R)	RADIAL
◉	FOUND IRON ROD & CAP AS NOTED	(NR)	NON RADIAL
◎	FOUND NAIL & DISK (SSMC LB 2108)	CM	CONCRETE MONUMENT
●	FOUND IRON ROD (AS NOTED)	LB	LICENSED BUSINESS
⊚	SET 5/8" IRON ROD & CAP (WITNESS LB 8011) UNLESS OTHERWISE NOTED	PI	POINT OF INTERSECTION
		RP	RADIUS POINT
PCP	PERMANENT CONTROL POINT	UE	UTILITY EASEMENT
IP	IRON PIPE	(TYP)	TYPICAL
NAVD	NATIONAL AMERICAN VERTICAL DATUM PUBLIC	IRC	IRON ROD & CAP
DE	DRAINAGE EASEMENT	FND	FOUND
FPRN	FLORIDA PERMANENT REFERENCE NETWORK	RLS	REGISTERED LAND SURVEYOR

Dewberry
800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

NOTICE

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

DEDICATION
CITY OF CASSELBERRY
PUBLIC SAFETY FACILITY

KNOW ALL MEN BY THESE PRESENTS, THAT SEMINOLE COUNTY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES HEREIN.

IN WITNESS WHEREOF, SEMNIOLE COUNTY HAS EXECUTED THIS DEDICATION IN THE MANNER PROVIDED BY LAW _____, 2025

1. _____ SEMINOLE COUNTY
SIGNATURE

_____ _____
PRINTED NAME

2. _____
SIGNATURE

_____
PRINTED NAME

STATE OF FLORIDA, COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY _____, AS THE _____ OF SEMINOLE COUNTY. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [_____] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY – STATE OF FLORIDA

_____
NOTARY PRINTED NAME (NOTARY SEAL)

_____
MY COMMISSION EXPIRES

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____, 2025.

AT _____, FILE NO.: _____.

CLERK OF THE CIRCUIT COURT IN AND FOR SEMINOLE COUNTY, FLORIDA

BY: _____ _____
CLERK OF THE CIRCUIT COURT IN AND FOR SEMINOLE COUNTY, FLORIDA PRINTED NAME

CERTIFICATE OF REVIEW BY DEPARTMENT OF COMMUNITY DEVELOPMENT APPROVAL

THIS IS TO CERTIFY, THAT ON 7/3/2025 THE FOREGOING PLAT WAS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR, CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA.

_____
SIGNATURE COMMUNITY DEVELOPMENT DIRECTOR, CITY OF CASSELBERRY

Christopher T. Schmidt
PRINTED NAME

CERTIFICATE OF REVIEW BY CITY ENGINEER

THIS IS TO CERTIFY, THAT ON 6/25/2025 THE FOREGOING PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA.

_____
SIGNATURE CITY ENGINEER, CITY OF CASSELBERRY

Jane Dai
PRINTED NAME

CERTIFICATE OF APPROVAL BY THE CITY OF CASSELBERRY CITY COMMISSION

THIS IS TO CERTIFY, THAT ON 10/23/2025 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF CASSELBERRY, FLORIDA.

BY: _____
DAVID HENSON, MAYOR

ATTEST:

BY: _____
DONNA G. GARDNER, CITY CLERK

PLAT
BOOK : PAGE:

DEDICATION
CITY OF CASSELBERRY
PUBLIC SAFETY FACILITY

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF CASSELBERRY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES HEREIN.

IN WITNESS WHEREOF, CITY OF CASSELBERRY HAS EXECUTED THIS DEDICATION IN THE MANNER PROVIDED BY LAW 6/23/2025, 2025

WITNESSES: CITY OF CASSELBERRY, FLORIDA

1. _____ BY: _____
SIGNATURE DAVID HENSON, MAYOR

Christopher T. Schmidt
PRINTED NAME ATTEST:

BY: Donna G. Gardner
DONNA G. GARDNER, CITY CLERK

2. _____
SIGNATURE

Antonia DeJesus
PRINTED NAME

STATE OF FLORIDA, COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF June, 2025, BY David Henson, AS THE Mayor OF THE CITY OF CASSELBERRY. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [✓] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY – STATE OF FLORIDA

Linda S. Sundvall
NOTARY PRINTED NAME (NOTARY SEAL)

5-1-27
MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS TO CERTIFY, THAT ON 7/21/25 THE CITY ATTORNEY EXAMINED AND APPROVED THE FOREGOING PLAT.

_____, CITY ATTORNEY
Kristin Eick 7/21/25
PRINTED NAME DATE

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091 (7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA, AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

William P. Hinkle 06/19/2025
WILLIAM P. HINKLE DATE
FLORIDA REGISTRATION NUMBER: LS 4633
DEWBERRY ENGINEERS INC. (SEAL)
800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
CERTIFICATE OF AUTHORIZATION NUMBER LB 8011

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF CASSELBERRY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

_____ 7/8/2025
REGISTERED SURVEYOR DATE

PRINTED NAME JAMES MAZURAK

REGISTRATION NO. LS 6377

SHEET 1 OF 3

CITY OF CASSELBERRY
PUBLIC SAFETY FACILITY

A PORTION OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA

PLAT
BOOK : PAGE:

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S47°41'57"E ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436. THE FOLLOWING FPRN STATIONS WERE UTILIZED: ORL1, AND SNFD.
2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD AND CAP (DEWBERRY LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON EASEMENTS OR DEDICATIONS WITHOUT WRITTEN APPROVAL FROM THE CITY OF CASSELBERRY.
5. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
6. UTILITY FACILITIES SHALL BE PLACED UNDERGROUND EXCEPT FOR ABOVE GROUND SUPPORT FACILITIES AND PLACED WITHIN UTILITY EASEMENTS DESIGNATED FOR SUCH PURPOSES.
7. PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
8. ITEMS LISTED BELOW ARE INCLUDED IN THE PROPERTY INFORMATION REPORT:

    1. UTILITY EASEMENT AS CONTAINED IN DEED RECORDED IN O.R. BOOK 1359, PAGE 176, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA **[AFFECTS SUBJECT PROPERTY – PLOTTED HEREON]**
    2. TERMS, CONDITIONS AND PROVISIONS OF WATER AND SEWER SERVICE AGREEMENT RECORDED IN O.R. BOOK 583, PAGE 391, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE, EASEMENT IS BLANKET IN NATURE]**
    3. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY CONTAINED IN INSTRUMENT RECORDED DECEMBER 6, 1973, UNDER O.R. BOOK 1002, PAGE 1446, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE, THIS UTILITY IS UNDERGROUND AND WAS NOT LOCATED BY THIS DEWBERRY]**
    4. GRANT OF EASEMENT TO UNITED TELEPHONE COMPANY OF FLORIDA CONTAINED IN INSTRUMENT RECORDED JANUARY 28, 1991, UNDER O.R. BOOK 2260, PAGE 1256, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPETY – PLOTTED HEREON]**
    5. DECREE CREATING AND INCORPORATING LAKE HOWELL WATER AND RECLAMATION DISTRICT RECORDED IN O.R. BOOK 589, PAGE 545, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE. EASEMENT IS BLANKET IN NATURE]**
    6. CONDITIONAL UTILITY AGREEMENT FOR WATER, WASTEWATER OR RECLAIMED WATER SERVICES RECORDED IN O.R. BOOK 10164, PAGE 775, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE]**
    7. RESTRICTION AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN O.R. BOOK 8344, PAGE 1155, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE]**
    8. EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN O.R. BOOK 10386, PAGE 1033, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE]**
    9. CROSS, ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN O.R. BOOK 10772, PAGE 879, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. **[AFFECTS SUBJECT PROPERTY – PLOTTED HEREON]**

Dewberry
800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

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

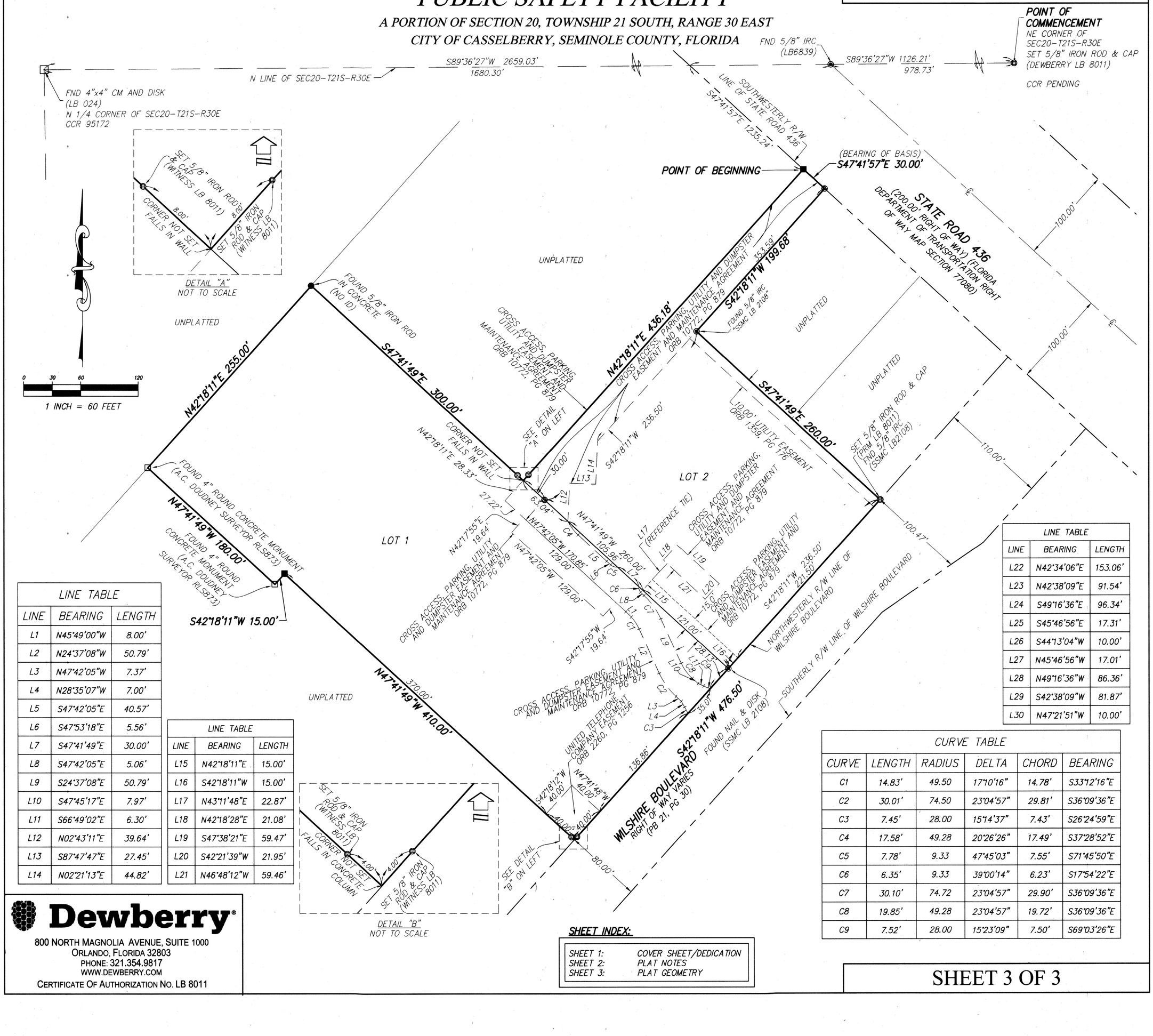
SHEET INDEX:

SHEET 1: COVER SHEET/DEDICATION
SHEET 2: PLAT NOTES
SHEET 3: PLAT GEOMETRY

CITY OF CASSELBERRY
PUBLIC SAFETY FACILITY

A PORTION OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST
CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA

PLAT
BOOK : PAGE:



LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°49'00"W	8.00'
L2	N24°37'08"W	50.79'
L3	N47°42'05"W	7.37'
L4	N28°35'07"W	7.00'
L5	S47°42'05"E	40.57'
L6	S47°53'18"E	5.56'
L7	S47°41'49"E	30.00'
L8	S47°42'05"E	5.06'
L9	S24°37'08"E	50.79'
L10	S47°45'17"E	7.97'
L11	S66°49'02"E	6.30'
L12	N02°43'11"E	39.64'
L13	S87°47'47"E	27.45'
L14	N02°21'13"E	44.82'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N42°18'11"E	15.00'
L16	S42°18'11"W	15.00'
L17	N43°11'48"E	22.87'
L18	N42°18'28"E	21.08'
L19	S47°38'21"E	59.47'
L20	S42°21'39"W	21.95'
L21	N46°48'12"W	59.46'

LINE TABLE		
LINE	BEARING	LENGTH
L22	N42°34'06"E	153.06'
L23	N42°38'09"E	91.54'
L24	S49°16'36"E	96.34'
L25	S45°46'56"E	17.31'
L26	S44°13'04"W	10.00'
L27	N45°46'56"W	17.01'
L28	N49°16'36"W	86.36'
L29	S42°38'09"W	81.87'
L30	N47°21'51"W	10.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	14.83'	49.50	17°10'16"	14.78'	S33°12'16"E
C2	30.01'	74.50	23°04'57"	29.81'	S36°09'36"E
C3	7.45'	28.00	15°14'37"	7.43'	S26°24'59"E
C4	17.58'	49.28	20°26'26"	17.49'	S37°28'52"E
C5	7.78'	9.33	47°45'03"	7.55'	S71°45'50"E
C6	6.35'	9.33	39°00'14"	6.23'	S17°54'22"E
C7	30.10'	74.72	23°04'57"	29.90'	S36°09'36"E
C8	19.85'	49.28	23°04'57"	19.72'	S36°09'36"E
C9	7.52'	28.00	15°23'09"	7.50'	S69°03'26"E

Dewberry
800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET INDEX:

SHEET 1:	COVER SHEET/DEDICATION
SHEET 2:	PLAT NOTES
SHEET 3:	PLAT GEOMETRY

SHEET 3 OF 3

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-982

Title:

Approve and authorize the Chairman to execute three (3) Mutual Termination of Easements (Parcel Nos. 112.2, 140.05 and 141.03) relating to property acquired by Florida Department of Transportation for the State Road 400 (I-4) Improvement Project FDOT FP#242592-4. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)**

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

A necessity exists for certain easement interests now owned by Seminole County (Parcel Nos. 112.2, 140.05 and 141.03) to be terminated related to the Florida Department of Transportation for the State Road 400 (I-4) road improvement project (FDOT FP#242592-4).

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute three (3) Mutual Termination of Easements (Parcel Nos. 112.2, 140.05 and 141.03) relating to property acquired by Florida Department of Transportation for the State Road 400 (I-4) Improvement Project. FDOT FP#242592-4.

September 8, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 112.2
SECTION 77160
F.P. NO. 242592 4
STATE ROAD 400
COUNTY SEMINOLE

MUTUAL TERMINATION OF EASEMENT

THIS MUTUAL TERMINATION OF EASEMENT is made and entered into by and between SEMINOLE COUNTY, a political subdivision of the State of Florida ("County"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

1. The parties hereby mutually terminate and release in its entirety that certain easement originally granted to Seminole County recorded on October 12, 1989, in Official Records Book 2121, Page 781, of the Public Records of Seminole County, Florida, as it pertains to the property now owned by FDOT and described in Exhibit A attached hereto and incorporated herein by reference.

2. This termination shall be effective upon execution and recording in the Public Records of Seminole County

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
JAY ZEMBOWER, Chairman

_____
Print: _____
Clerk to the Board of County Commissioners of Seminole County, Florida

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 their _____, _____ regular meeting

_____
County Attorney

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

EXHIBIT A

PARCEL NO. 112 **SECTION 77160**
FEE SIMPLE **F.P. NO. 242592-4**

ALL OF:

PARCEL 1:

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast ¼ of the Northwest ¼ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West along the East line of said Northwest ¼, 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to the Point of Beginning, said point being on the West Right of Way line of County Road 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet; thence South 89 degrees 56 minutes 12 seconds West 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West 340.16 feet to the Southerly Right of Way line of Orange Boulevard; thence South 58 degrees 30 minutes 44 seconds East, along said Southerly Right of Way line 251.83 feet to a point on a curve; thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 123.00 feet; a delta of 58 degrees 06 minutes 56 seconds, a chord bearing of South 29 degrees 27 minutes 16 seconds East, and an arc length of 124.76 to a point of tangency; thence South 00 degrees 23 minutes 48 seconds East, along the West Right of Way line of County Road No. 15, a distance of 63.41 feet to the Point of Beginning.

PARCEL 2:

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast ¼ of the Northwest ¼ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West, along the East line of said Northwest 1/4, a distance of 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to a point on the West Right of Way line of County Road No. 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet along said West Right of Way line to the Point of Beginning; thence continue South 00 degrees 23 minutes 48 seconds

East, 38.00 feet along said West Right of Way line; thence South 89 degrees 56 minutes 12 seconds West, 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West, 38.00 feet; thence North 89 degrees 56 minutes 12 seconds East, 271.87 feet to the Point of Beginning.

Less Road Right of Way

(Said property being the same lands as described in Official Records Book 3586, page 467 of the Public Records of Seminole County, Florida.)

September 8, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO.	140.05
SECTION	77160
F.P. NO.	242592-4/446445-1
STATE ROAD	400
COUNTY	SEMINOLE

MUTUAL TERMINATION OF EASEMENT

THIS MUTUAL TERMINATION OF EASEMENT is made and entered into by and between SEMINOLE COUNTY, a political subdivision of the State of Florida ("County"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

1. The parties hereby mutually terminate and release in its entirety that certain easement originally granted to Seminole County recorded on September 29th, 1989, at Official Records Book 2110, Page 1854, of the Public Records of Seminole County, Florida, as it pertains to the property now owned by FDOT and described in Exhibit A attached hereto and incorporated herein by reference.

2. This termination shall be effective upon execution and recording in the Public Records of Seminole County.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
JAY ZEMBOWER, Chairman

_____
Print: _____
Clerk to the Board of County Commissioners of Seminole County, Florida

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 their _____, _____ regular meeting

_____
County Attorney

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

EXHIBIT A

PARCEL NO. 140 **SECTION 77160**
FEE SIMPLE **F.P. NO. 242592-4/446445-1**

ALL OF:

Lots 2 and 3, LAKE MONROE I-4 CENTER, according to the map or plat thereof; as recorded in Plat Book 82, Page 47, of the Public Records of Seminole County, Florida.

(Said property being the same lands described in Official Record Book 9357, Page 1586 of the Public Records of Seminole County, Florida)

September 8, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 141.03
SECTION 77160
F.P. NO. 242592-4/446445-1
STATE ROAD 400
COUNTY SEMINOLE

MUTUAL TERMINATION OF EASEMENT

THIS MUTUAL TERMINATION OF EASEMENT is made and entered into by and between SEMINOLE COUNTY, a political subdivision of the State of Florida ("County"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

1. The parties hereby mutually terminate and release in its entirety that certain Non-Exclusive and Perpetual Right of Way Ingress and Egress Easement as evidenced by, Plat Book 82, Page 47, of the Public Records of Seminole County, Florida., as it pertains to the property now owned by FDOT and described in Exhibit A attached hereto and incorporated herein by reference.

2. This termination shall be effective upon execution and recording in the Public Records of Seminole County.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
JAY ZEMBOWER, Chairman

_____
Print: _____
Clerk to the Board of County Commissioners of Seminole County, Florida

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 their _____, _____ regular meeting

_____
County Attorney

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

EXHIBIT A

PARCEL NO. 141 **SECTION 77160**
FEE SIMPLE **F.P. NO. 242592-4/446445-1**

ALL OF:

Tract A, LAKE MONROE I-4 CENTER, according to the plat thereof; as recorded in Plat Book 82, Page 47, of the Public Records of Seminole County, Florida

(Said property being the same lands described in Official Record Book 8565, Page 42 of the Public Records of Seminole County, Florida)

Parent parcel for 141.03 Mutual Termination of Easement

Parent parcel for 140.05 Mutual Termination of Easement

Parent parcel for 112.2 Mutual Termination of Easement

CURVE DATA - THIS SHEET ONLY					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C-8	61°30'39"(C)	30.00'(C)	32.21'(C)	30.68'(C)	N30°28'40"E
C-9	65°33'15"(C)	50.00'(C)	57.21'(C)	54.14'(C)	N33°03'17"W

LINE DATA - THIS SHEET ONLY					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L-1	S00°16'40"E	15.22'(F)	L-7	S00°16'40"E	13.00'(F)
L-2	S89°43'20"W	7.90'(F)	L-8	S36°11'43"W	5.19'(F)
L-3	S00°16'40"E	66.83'(F)	L-9	S74°53'55"E	12.00'(F)
L-4	S04°28'45"W	53.91'(F)	L-10	S89°43'20"W	72.61'(F)
L-5	S05°24'48"W	63.04'(F)	L-11	N61°13'59"E	15.49'(C)
L-6	S89°57'17"E	30.86'(F)	L-12	N00°16'40"W	46.06'(C)

CURVE DATA - THIS SHEET ONLY					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1	11°27'51"(C)	664.20'(F)	132.90'(C)	132.68'(C)	N05°27'16"E
C-2	02°47'34"(F)	652.20'(F)	31.79'(F)	31.79'(F)	N16°29'53"E
C-3	03°54'54"(C)	664.20'(F)	45.38'(C)	45.38'(C)	N13°08'39"E
C-4	29°36'01"(F)	123.00'(D)(F)	63.54'(F)	62.84'(F)	S40°28'41"E
C-5	01°13'07"(C)	1482.69'(F)	31.54'(C)	31.54'(C)	S37°41'29"E
C-6	11°41'17"(C)	325.00'(F)	66.30'(C)	66.18'(C)	N82°08'00"W
C-7	02°07'11"(C)	3745.00'(C)	138.54'(C)	138.54'(C)	N41°44'55"E

TOWNSHIP 19 SOUTH, RANGE 30 EAST

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: FOR DISTRICT SECRETARY:	DATE 06/12/19

REVISION	BY	DATE
VOID P132, ADD P139-143	C MAYLONE	8-14-2024
ADD P.B. 82, PGS. 47-50	C MAYLONE	10-4-2023
REV. LARW LINE	G SMITH	9-25-2019
ADD ESMT/KASTNER PLACE	K MAYLONE	7-9-2019

	BY	DATE
PRELIM	R.SMITH	02/15/17
FINAL	R.SMITH	06/10/19
CHECKED	J.CAMPBELL	06/10/19

FED. PROJ. N/A — SECTION 77160

STATE ROAD NO. 400 — SEMINOLE COUNTY

MAPS PREPARED BY: NV5, INC. L.B. NO. 8246

DATA SOURCE: SEE GENERAL NOTES

SCALE: 1" = 100'

F.P. NO. 242592-4 — SHEET 23 OF 36

THIS MAP IS NOT A SURVEY

S.R. 400 (I-4) FROM NORTH OF S.R. 434 TO VOLUSIA COUNTY LINE

08/27/2024

521

File Number: 2025-871

Title:

Approve and authorize the Chairman to execute a Purchase Agreement for lots 5 and 6 (Parcel ID 32-19-31-503-0000-0050) located in the Roseland Park subdivision (12,632 ± SF) as part of the Roseland Park Expansion Project between Stanley and Edith Mgbeojirikwe and Seminole County for $85,000.00 as full settlement of any and all claim for compensation for which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)**

Division:

Administrative Services - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Tricia Smith/407-665-5609

Background:

This currently undeveloped property had been identified as a necessary acquisition for the County to complete the existing Roseland Park ownership, provide connection to the proposed Midway Loop Trail, and provide public access to the existing lakefront. The owners, Stanley and Edith Mgbeojirikwe, of the property located at the south end of Roseberry Lane in the Roseland Parks subdivision in unincorporated Seminole County, Florida, have agreed to sell and convey the property to Seminole County for the sum of $85,000.00, inclusive of all fees and costs.

The property is vacant and consists of .29 ± acres of land. The County obtained an appraisal of the property which concluded that the market value of the fee simple interest in the subject property is $82,100.00. The County's offer for this parcel is $85,000.00, which was accepted by the owner, inclusive of all fees and costs.

The account line is - 02318006.560610.00001

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement for lots 5 and 6 (Parcel ID 32-19-31-503-0000-0050) located in the Roseland Park subdivision (12,632 ± SF) as part of the Roseland Park Expansion Project between Stanley and Edith Mgbeojirikwe and Seminole County for $85,000.00 as full settlement of any and all claim for compensation for which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **STANLEY MGBEOJIRIKWE and EDITH MGBEOJIRIKWE,** husband and wife, whose address is 8455 256th St Floral Park, NY 11001-1001, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a parks 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. Number: 32-19-31-503-0000-0050

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 EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($85,000.00). 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.

(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 (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a 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 (2024), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table

or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

ATTEST:

Signature

NEIL NEWTON
Print Name

Signature

PATRICIA LYNN SMITH
Print Name

STANLEY MGBEOJIRIKWE, Owner

By: Stanley Mgbeojirikwe

08/22/2025
Date

EDITH MGBEOJIRIKWE

By: Edith Mgbeojirikwe

08/22/2025
Date

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

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

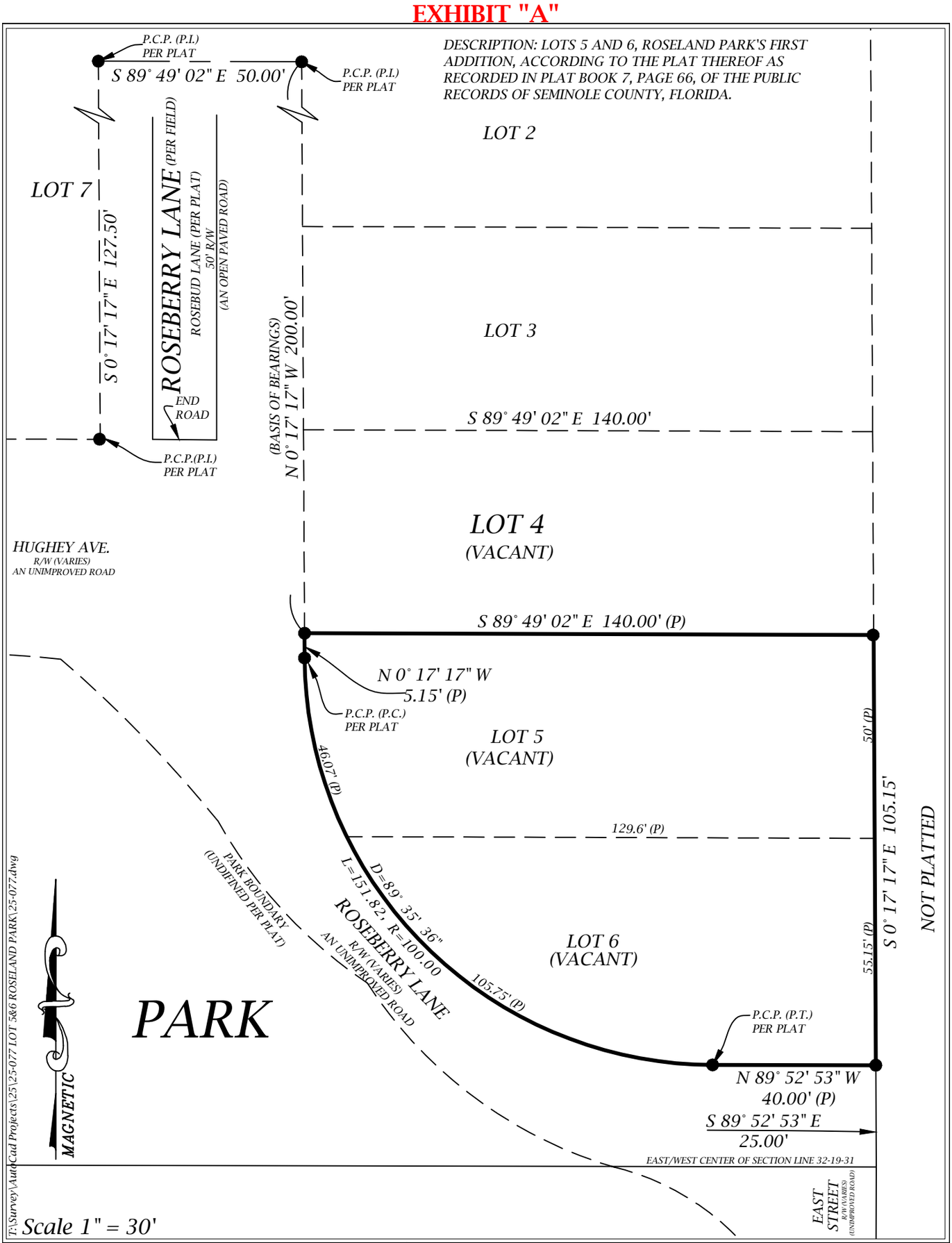
Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit "A" – Legal Description and Sketch

CMP

EXHIBIT "A"



SEMINOLE COUNTY
SURVEY SECTION
OF THE
ROADS-STORMWATER DIVISION
OF THE
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD.
SANFORD, FLORIDA 32773
407-665-5647

BEARINGS BASED ON : ASSUMED DATUM, HOLDING THE EAST R/W LINE OF ROSEBERRY LANE AS BEING S0°17'17"E

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

△ CENTRAL ANGLE (DELTA)	PB - PLAT BOOK
R - RADIUS	PG - PAGE (S)
CB - CHORD BEARING	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	SEC - SECTION - TOWNSHIP - RANGE
C - CHORD	PCL - PARCEL
○ SET IRON PIN OR PIPE	PC - POINT OF CURVATURE
● FOUND IRON PIN OR PIPE	PT - POINT OF TANGENCY
□ SET CONCRETE MONUMENT	PI - POINT OF INTERSECTION
■ FOUND CONCRETE MONUMENT	PCC - POINT OF COMPOUND CURVE
P.C.P. PERMANENT CONTROL POINT	PRC - POINT OF REVERSE CURVE
P.O.C. - POINT OF COMMENCEMENT	M - MEASURED
P.O.T - POINT OF TERMINATION	P - PLAT
R/W - RIGHT OF WAY	F - FIELD
D - DEED	C - CALCULATED
C/L - CENTERLINE	P/L - PROPERTY LINE
UTIL - UTILITY	ESMT - EASEMENT

FIELD DATE: N/A
DATE: 08/26/2025
JOB NAME: 25-077

SCALE: 1" = 30'
DRAWN BY: T.E.
CHECKED BY: R.F.P.

Roseland Park Expansion Project
Mgbeojirikwe—Parcels 5 & 6
32-19-31-503-0000-0050

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COMMUNITY SOLUTIONS GROUP

A GAI Consultants, Inc. Service Group
618 E. South Street Suite 700
Orlando, Florida 32801
T 407.423.8398
gaiconsultants.com/communitysolutions

Midway Neighborhood

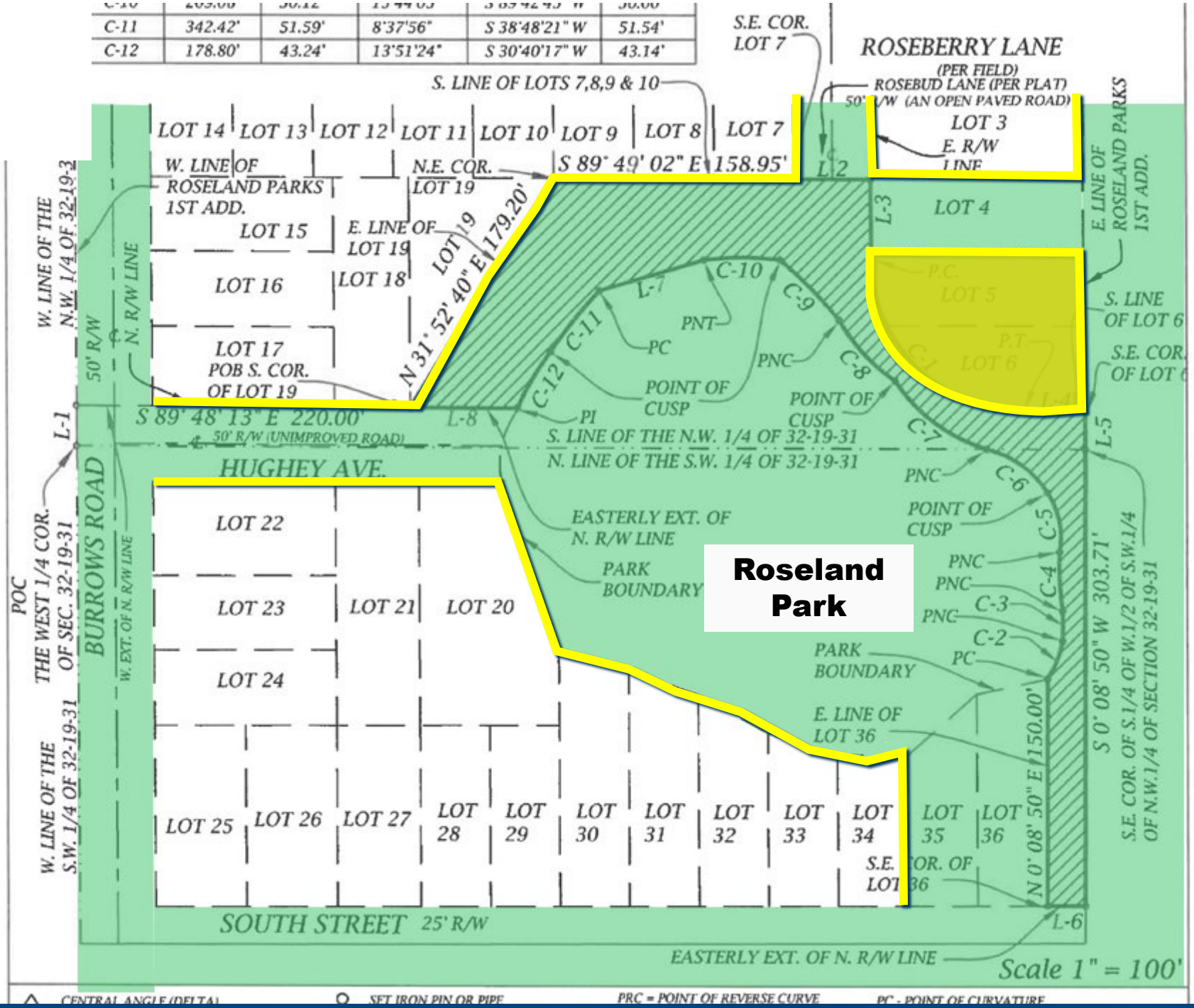
Seminole County, FL

0 100' 200' 400'

N

DRAWING NO.
DATE OF ISSUE 09/29/2023
PROJECT NO. R200557.00

Trail Master Plan



Legend:

- County-owned Property
- Lots 5 and 6 'outparcels'

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-970

Title:

Approve and authorize the Chairman to execute the Homeless Services Network of Central Florida, Inc. Community Services Funding Agreement in the amount of $72,614 FY 2025-2026 for the continuation of advocacy services for the homeless population in Central Florida. Countywide **(Allison Thall, Community Services Director)**

Division:

Community Services - Community Assistance

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Carrie Longsworth/407-665-2389

Background:

The funding awarded to Homeless Services Network of Central Florida (HSN), will further the production of good data, best practices and funding trends, critical to the development and implementation of action strategies for Seminole County and the central Florida region to help those who are homeless. HSN will:

- Serve as the primary advocate organization for the needs of the homeless in Central Florida and advance plausible solutions to ending homelessness in the region;
- Increase Collective Impact work to encompass youth homelessness around the region;
- Work with jurisdictions to make system-wide changes and improvements based on recommendations from the governance report;
- Contribute to the crafting of revised and specific regional plans for engaging the homeless problem and create the funding and infrastructure necessary to implement those plans and sustain the results they produce;

- Devise and direct fundraising efforts necessary to fulfill and create systems of fiscal management and accountability that will assure public confidence;
- Create new strategies for resource development to complement existing resources to facilitate a housing-first model;
- Provide housing operation services for homeless Seminole County residents.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Homeless Services Network of Central Florida, Inc. Community Services Funding Agreement FY 2025-2026 in the amount of $72,614 to continue advocacy services for the homeless population in Central Florida.

SEMINOLE COUNTY AND HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
HOMELESSNESS PARTNERSHIP AGREEMENT
FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered by and between **SEMINOLE COUNTY,** a Charter County and a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.**, a Florida Not for Profit corporation, whose principal address is 142 E. Jackson Street, Orlando, Florida 32801, hereinafter referred to as "PROVIDER".

W I T N E S S E T H:

WHEREAS, PROVIDER performs coordination, planning, and administrative functions for the CFCH/CoC partner agencies who provide direct crisis, recovery, and housing services to homeless individuals and families in Seminole County; and

WHEREAS, COUNTY has determined this program, and its services provide a COUNTY purpose and has authorized funding for this purpose; and

WHEREAS, COUNTY has appropriated funds to assist in furthering this COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

Section 2. Effective Date and Term. The Effective Date of this Agreement will be October 1, 2025, and continues through September 30, 2026.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that PROVIDER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. Upon termination of this Agreement, PROVIDER must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8, 11 and 14 under this Agreement will survive the term of this Agreement as a whole and any termination as provided for in this Agreement.

Section 4. Services. PROVIDER must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to provide programs and services related to homelessness, as described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by reference (the "Scope of Work"). Results of this effort will be reported to COUNTY monthly and based on the monthly activity reports, the COUNTY's Community Services Director will determine the scope and frequency of on-going services.

Section 5. Revenue from Other Sources. PROVIDER must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by PROVIDER during the term of this Agreement. It is understood that PROVIDER has not previously entered into, and will not enter into, an agreement with any other party, including service recipients under this Agreement, whereby PROVIDER would be paid for providing the above services except as specified in Section 4 above.

Section 6. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. In addition, PROVIDER, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) **All specifications noted in this Section are REQUIRED unless waived in writing by COUNTY.**

(1) Before commencing work, PROVIDER must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 6(d) below and including the following as Certificate Holder and Additional Interest:

Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. 1st Street
Sanford, FL 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage, or ten (10) days for non-payment. Until such time as the insurance is no longer required to be maintained by PROVIDER, PROVIDER must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal, or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 6(b)(1) above of cancellation, non-renewal, and restriction.

(3) **The certificate must have this Agreement title marked on its face.** In lieu of the statement on the Certificate of Insurance, PROVIDER has the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, PROVIDER must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by Section 6(d) below. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(5) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PROVIDER will relieve PROVIDER of its full responsibility for liability, damages, and accidents.

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

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

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

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PROVIDER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PROVIDER. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, PROVIDER must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PROVIDER must remedy any deficiencies in the policies of insurance within ten (10) days.

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

(11) Additional Insured: The Seminole County Board of County Commissioners and its respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

(12) Coverage: The insurance provided by PROVIDER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by PROVIDER.

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulations to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 6(d)(1) (Workers' Compensation/Employer's Liability), authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period an insurance company is providing the insurance coverage required by this Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, PROVIDER must, as soon as PROVIDER has knowledge of any such circumstance, immediately notify COUNTY and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PROVIDER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, PROVIDER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PROVIDER must, at PROVIDER'S sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section 6. Except as otherwise specified in this Agreement, the insurance must become effective prior to the

commencement of provision of services by PROVIDER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) PROVIDER'S insurance must cover PROVIDER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum limits to be maintained by PROVIDER are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) PROVIDER' insurance must cover PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the

elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) PROVIDER must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by PROVIDER must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 6(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements.

(D) The minimum limits to be maintained by PROVIDER are as specified in Section 6(d)(2).

(E) The Seminole County Board of County Commissioners and its respective officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) PROVIDER' insurance must cover PROVIDER 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.

(B) The minimum limits to be maintained by PROVIDER are as specified in Section 6(e)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	Workers' Compensation:	Statutory
	Employers' Liability	
	Each Accident	$500,000
	Disease-Policy Limit	$500,000
	Disease-Each Employee	$500,000
(2)	Commercial General Liability:	
	General Aggregate	Two times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,000,000
	Each Occurrence	$1,000,000
	Employee Dishonesty	$ 50,000
	Sexual Abuse Liability	$1,000,000 per Occurrence $1,000,000 General Aggregate
(3)	Business Auto Policy:	
	Each Occurrence	$1,000,000

Section 7. Indemnification.

(a) PROVIDER will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason or as a result of the following: the loss of any monies paid to PROVIDER resulting out of PROVIDER' fraud, defalcation, dishonesty, or failure of PROVIDER to comply with applicable laws or regulations; or

any willful or negligent act or omission of PROVIDER in the performance of this Agreement or any part of it; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of the parties, to the extent permitted by law.

(c) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(d) The waiver of a provision in Section 6 concerning insurance by either party will not constitute the further waiver of Section 6 or the waiver of any other provision of this Agreement.

Section 8. Billing and Payment. COUNTY will provide financial assistance to PROVIDER up to a maximum sum of SEVENTY-TWO THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS ($72,614.00) for all services PROVIDER provides under this Agreement during the term of this Agreement:

(a) Receipt by COUNTY of a payment request and timesheet in the format set forth in the Request for Payment and PROVIDER Monthly Timesheet attached to and incorporated in this Agreement as Exhibit B and Exhibit B-1 respectively. This request must only be for services specifically provided for under this Agreement; and

(b) COUNTY's payment to PROVIDER will be made on a monthly basis and is contingent upon PROVIDER' timely submittal of acceptance documentation to COUNTY on or before the 15th day of the month.

(c) Verification by COUNTY's Community Assistance Division staff that the services for which reimbursement is sought complies with service projections as described in the Scope of Work and that PROVIDER has complied with the reporting requirements contained in this Agreement.

(d) Payment requests must be sent to:

Project Manager
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, FL 32773

(e) Verification by COUNTY's Community Assistance staff that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. PROVIDER' reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to PROVIDER within thirty (30) days of intended capture and reallocation.

(f) Seminole County's Community Services Department Project Manager will verify that submitted reports, Exhibit B, Exhibit B-1, Exhibit C, and associated supporting documentation are accurate. If the reports are incorrect, COUNTY staff will make the necessary corrections and return the request for revision(s). PROVIDER has 5 business days to make the revisions and return. If the revisions are not returned within the allotted timeframe, a zero dollar request for payment will be recorded for that month and the PROVIDER will not be reimbursed for that month.

Section 9. Reporting Requirements.

(a) PROVIDER must submit to COUNTY on a monthly basis a report in the format attached to and incorporated in this Agreement as Exhibit C, Program Performance Report, which includes the total number of COUNTY clients contacted.

(b) PROVIDER must submit a report in the format attached to this Agreement as Exhibit C to COUNTY by the 15th day of each month. Any monthly reports as outlined in this Section or above (Exhibit B, Exhibit B-1, Exhibit C) submitted after the 15th day of the month will require written justification for the delayed submission.

Section 10. Unavailability of Funds. If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, as applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to PROVIDER as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received such notice of termination. In the event there are any unused COUNTY funds, PROVIDER must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 11. Public Records Law.

(a) PROVIDER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. PROVIDER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, PROVIDER must provide COUNTY with all

requested public records in PROVIDER' possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) PROVIDER specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2025), as this statute may be amended from time to time, with regard to public records and must:

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

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, or as otherwise provided by law;

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

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

(c) 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 PROVIDER. PROVIDER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2025), as this statute may be amended from time to time.

(d) **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROVIDER MAY CONTACT THE COUNTY MANAGERS OFFICE, AT 407-665-7410, DDRAGER@SEMINOLECOUNTYFL.GOV, 1101 E 1ST STREET, SANFORD, FL 32771.**

Section 12. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this Section:

As to COUNTY:

Director
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, FL 32773

As to PROVIDER:

Martha Are, CEO
Homeless Services Network of Central Florida, Inc.

142 E. Jackson Street
Orlando, FL 32801

Section 13. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under this Agreement without the written consent of the other.

Section 14. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 17, Remedies. Events of Default, include:

(a) If any warranty or representation made by PROVIDER in this Agreement becomes false or misleading in any respect, or if PROVIDER fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If PROVIDER has failed to perform and complete on time any of its obligations under this Agreement.

Section 15. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PROVIDER and upon PROVIDER's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 3, Termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that PROVIDER refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

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

(1) request additional information from PROVIDER to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise PROVIDER to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require PROVIDER to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PROVIDER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PROVIDER.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement. Exhibits A, B, B-1, and C to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

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

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, PROVIDER must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of such 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 PROVIDER as provided above.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party has any rights under or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 19. Governing Law. The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited under federal or state law govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under state law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under federal law.

Section 20. Interpretation. PROVIDER and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

Section 21. Equal Opportunity. PROVIDER will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability. PROVIDER will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. 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 25. Independent Contractor. It is agreed that nothing contained in this Agreement is intended or may be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting PROVIDER, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

Section 26. 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 Agreement with the other party or

which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2025), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or Federal agency.

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

Section 27. Employee Status. Persons employed by PROVIDER in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, 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. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of PROVIDER, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to PROVIDER's officers and employees either by operation of law or by PROVIDER.

Section 28. Parties Bound. This Agreement is binding upon and inures to the benefit of PROVIDER and COUNTY, and their successors and assigns.

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

ATTEST:

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

ERIC JACKSON, Chairman

By: Martha Are
MARTHA ARE, CEO

(CORPORATE SEAL)

Date: 9/26/25

[The balance of this page is left intentionally blank.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____

County Attorney

Attachments:
Exhibit A – Scope of Work
Exhibit B – Request for Payment
Exhibit B-1 – Monthly Timesheet
Exhibit C – Program Performance Report

RM/vs
8/14/25
T:\Users\Legal Secretary CSB\Community Services\2025 Agreements\Homeless Services Network (Homelessness Partnership Agreement) FY 2025-2026.docx

EXHIBIT A

SCOPE OF SERVICES

The HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC. (HSN) performs coordination, planning, and administrative functions for the CFCH/CoC partner agencies who provide direct crisis, recovery, and housing services.

Service	# of Units / Hours	Unit / Service Cost	Total Unit Cost
Advocacy, Administrative and Housing Operation Costs	2,518 hours	$28.84 / hour	$72,614

***Total Unit Cost Cannot Exceed the Grant Award Amount of $72,614**

PERFORMANCE MEASUREMENTS

The Homeless Services Network Advocacy Team will adhere to the following performance measurements:

- Hold quarterly meetings for a committee for homelessness stakeholders in Seminole, Orange and Osceola Counties
- Hold quarterly meetings for a committee on collecting and analyzing data on local issues pertaining to homelessness
- Publish an Annual Report on the State of the Region regarding local issues pertaining to homelessness

The Homeless Services Network Housing Operations Team will adhere to the following performance measurements:

- Dedicate 4 days (32 hours) per month in dedicated Seminole County landlord cultivation and recruitment with a goal of identifying maintaining greater than 10 Units available at all times.
- Track all leads provided by Seminole County clients
- Follow up on all submitted housing leads within two (2) business days
- Complete HQS (NSPIRE) inspections monthly within three (3) business days of request
- Outreach to a minimum of 25 new landlords per year
- Develop at least 2 new landlord partnerships per quarter
- Report and monitor all payment issues and complaints from landlords, Case Managers, and clients for Seminole County projects (Report per unit not landlord)
- HOPs will report all payment related issues to HSN fiscal administration immediately upon notification and follow up with landlord within one (1) business day via phone and/or email.
- Provide length of time from project entry to housed for each client for tracking purposes

EXHIBIT B

REQUEST FOR PAYMENT

SUBRECIPIENT: Homeless Services Network of Central Florida, Inc.

PROGRAM NAME: Homeless Services in Seminole County

FOR THE MONTH & YEAR OF: _____ **REQUEST NUMBER:** _____

FINANCIAL STATUS REPORT:

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	Previous Payments	Amount of this Request	Payments Made to Date	REMAINING BALANCE
Advocacy, Administrative and Housing Operation Costs	$72,614				
TOTAL	$72,614				

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

Executive Director SIGNATURE:

_____

Date:

_____

Date Received

EXHIBIT B-1

MONTHLY TIME SHEET

SUBRECIPIENT: Homeless Services Network of Central Florida, Inc.

PROGRAM NAME: Homeless Services in Seminole County

FOR THE MONTH & YEAR OF: _____ **REQUEST NUMBER:** _____

Employee Name	# of Unit/Hours	Unit/Hourly Cost	Total Cost
		$28.84	
		TOTAL REQUEST:	**$**

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

Executive Director SIGNATURE:

_____

Date: _____

Date Received

EXHIBIT C

PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Homeless Services Network of Central Florida, Inc.

PROGRAM: Homeless Services in Seminole County

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF CONTRACT COMPLETED: _____ %

I. STATUS REPORT ON GOALS AND OBJECTIVES:

Units of Service Provided	Annual Program Goal	Report Period	Year to Date	% Of Goal Completed
Number of new housing units identified in Seminole County	60			
Number of Seminole County units added to Housing Opportunity Tracker	60			
Number of HQS inspections completed within 3 days of request for all new move-ins				
Number of new landlords contacted	25			
Number of new landlord partnerships	8			
Number of new Seminole County clients/families housed				
Number of clients housed within 60 days				
Number of Seminole County clients re-housed				
Number of Seminole County payments made				
Number of payment issues brought by landlord and staff (report per unit)				
Number of payment issues resolved within 3 business days				
Conduct quarterly meetings for a committee on collecting and analyzing data on local issues pertaining to homelessness	4			

Hold quarterly meetings for a committee for homeless stakeholders in Seminole, Orange, and Osceola Counties	4			
Publish an Annual Report on the State of the Region regarding local issues pertaining to homelessness.	1			

II. AVERAGE LENGTH OF TIME FROM PROJECT ENTRY TO HOUSED:

PSH: _____ RRH: _____

AVERAGE LENGTH OF TIME FOR FOLLOW UP OIN HOUSING LEADS:

PSH: _____ RRH: _____

III. ACCOMPLISHMENTS:

_____

_____

_____

IV. PROBLEMS:

_____

_____

_____

V. OTHER COMMENTS: _____

_____

File Number: 2025-915

Title:

Approve and authorize the Chairman to execute a Special Event Permit for the Wekiva Island Winter Wonderland from November 30, 2025 to December 23, 2025 and December 28, 2025 to December 30, 2025 located at 1000 - 1014 Miami Springs Drive, Longwood; (Mary Sue Weinaug, Applicant) District3 - Constantine **(Jose Gomez, Development Services Director)**

Division:

Development Services

Authorized By:

Jose Gomez, Development Services Director

Contact/Phone Number:

Angi Gates/407-665-7465

Background:

The Applicant is requesting approval of a Special Event Permit for the Wekiva Island Winter Wonderland. The Wekiva Island Winter Wonderland will include a variety of events scheduled each day during the Special Event as shown on Attachment 2.

Attachment 1 is the request to vary from the Amended and Restated Development Order, approved October 23, 2018. The deviations are to permit extended hours of operation, increase the number of attendees, and amplified sound for outdoor family-friendly movies.

The Applicant has requested a maximum of 450 attendees each day and extended operating hours, Sunday through Thursday from 8:00 a.m. to 9:00 p.m., except for December 14th and 21st, they are requesting extended hours from 8:00 a.m. to 11:00 p.m.

Amplified sound is proposed for December 7th, 14th, and 21st, 2025 for family friendly movies.

Security and traffic control will be provided by off-duty Seminole County Sheriff's

deputies. The applicant has met all the requirements of Ordinance 2024-21 regarding the site plan, certificate of insurance, and the security plan which was reviewed and approved by the Seminole County Sheriff's office.

An updated Certificate of Insurance must be submitted prior to the Special Event as the current Certificate expired on September 29th, 2025, and must be renewed prior to the Event.

This is the fourth Special Event of the calendar year for Wekiva Island. Per Development Order #17-20500038 Section (3) t, four (4) Special Events are allowed per year, not to exceed a total of sixty (60) days. The Strings and Springs Special Event totaled one (1) day, the Spring Fling and Paint Out Special Event was twelve (12) days, the Fall Fest is six (6) days, and the Winter Wonderland request is twenty-seven (27) days. After this approval, there will be fourteen (14) remaining days for Special Events at this location.

The Event is within the Urban Bear Management area. Special Events occurring outside must keep the area free from accumulated waste. The refuse must be collected and secured within a structure, a bear-resistant container or removed to a disposal site.

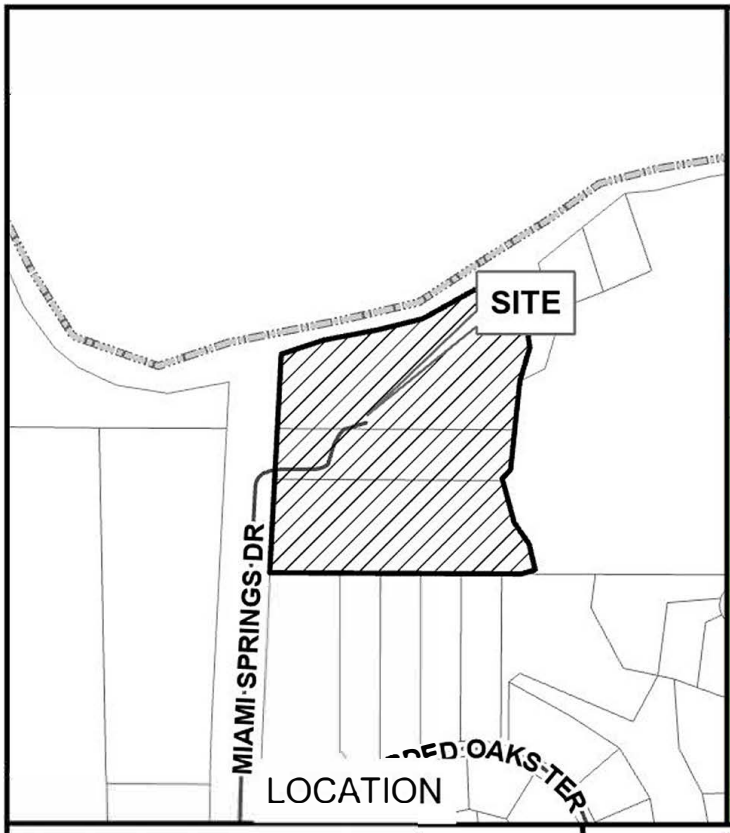
Pursuant to Section 30.6.4.2 of the Seminole County Land Development Code ("LDC"), in approving a Special Event, the Board shall make a determination that the proposed event is reasonably compatible with the nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors.

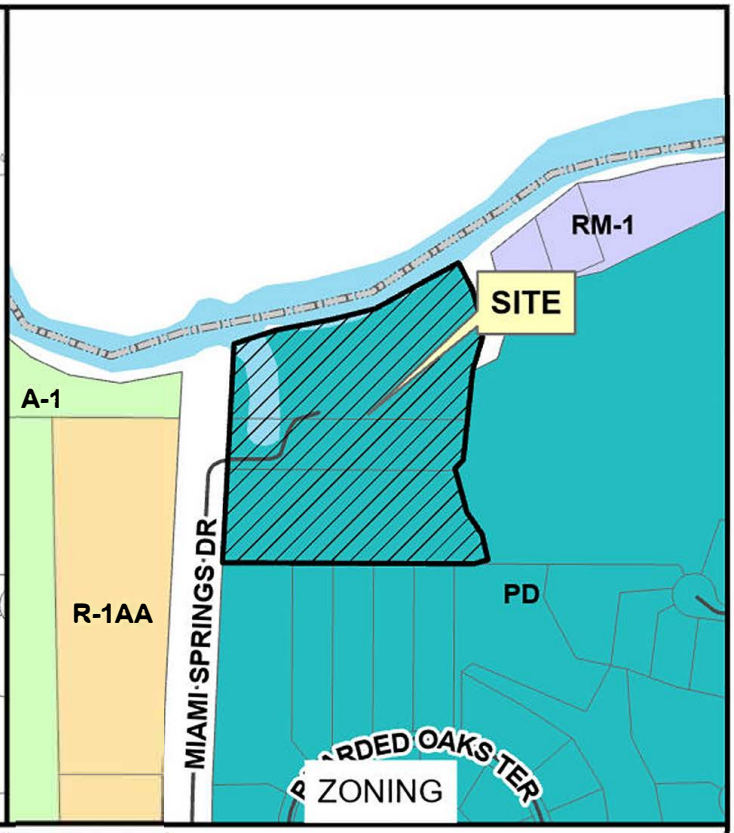
Staff finds that the application submitted for this request meets the requirements of Section 30.6.4.2.a.(4), LDC, and due to the limited and temporary nature of the event, the security being provided, and the conditions imposed by the Special Event permit, the proposed event is reasonably compatible with surrounding uses and does not pose an unreasonable safety or health risk to patrons.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Wekiva Island Winter Wonderland Special Event Permit from November 30, 2025 to December 23, 2025 and December 28, 2025 to December 30, 2025, subject to staff's recommendations included in the attached Special Event Permit.

Note: The Special Event Permit Conditions of Approval (i.e., full details of the above conditions) are contained in the Special Event Permit in this Agenda Memorandum to be issued by Seminole County, if approved by the Board of County Commissioners.





WEKIVA ISLAND WINTER WONDERLAND
2025 SPECIAL EVENT PERMIT
1014 MIAMI SPRINGS DR LONGWOOD, FL 32779
PARCEL: 30-20-29-300-001A-0000+

SEMINOLE COUNTY BCC
OCTOBER 28, 2025

A-1
R-1AA
RM-1
PD

N

Date: 9/2/2025

Path: S:\Projects\Routine Processes\FLUzone\PLANNINGMapsOTHER\2025\WekivaIslandFallFestivalEventMap\WekivaIslandFallFestivalEventMap.apr

Property Record Card

SEMINOLE COUNTY PROPERTY APPRAISER
DAVID JOHNSON, CFA

Parcel: **30-20-29-300-001B-0000**
Property Address: **1014 MIAMI SPRINGS DR LONGWOOD, FL 32779**
Owners: **WEKIVA GREEN CAMP LLC THE**

2025 Market Value $864,392 Assessed Value $864,392 Taxable Value $864,392
2024 Tax Bill $10,828.80
Camp property w/1st Building size of 3,456 SF and a lot size of 2.41 Acres

Parcel Location

Site View

Parcel Information

Parcel	30-20-29-300-001B-0000
Property Address	1014 MIAMI SPRINGS DR LONGWOOD, FL 32779
Mailing Address	1014 MIAMI SPRINGS DR LONGWOOD, FL 32779-2214
Subdivision	
Tax District	01:County Tax District
DOR Use Code	36:Camp
Exemptions	None
AG Classification	No

Value Summary

	2025 Working Values	2024 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	2	2
Depreciated Building Value	$179,836	$170,281
Depreciated Other Features	$107,980	$72,948
Land Value (Market)	$576,576	$576,576
Land Value Agriculture	$0	$0
Just/Market Value	$864,392	$819,805
Portability Adjustment	$0	$0
Save Our Homes Adjustment/Maximum Portability	$0	$0
Non-Hx 10% Cap (AMD 1)	$0	$0
P&G Adjustment	$0	$0
Assessed Value	$864,392	$819,805

2024 Certified Tax Summary

Tax Amount w/o Exemptions	$10,828.80
Tax Bill Amount	$10,828.80
Tax Savings with Exemptions	$0.00

Note: Does NOT INCLUDE Non Ad Valorem Assessments

Owner(s)

Name - Ownership Type
WEKIVA GREEN CAMP LLC THE

Legal Description

SEC 30 TWP 20S RGE 29E
SE 1/4 OF SE 1/4 W OF
CANAL & S OF WEKIVA RIVER +
E OF RD

Taxes

Taxing Authority	Assessed	Exempt Amount	Taxable
COUNTY GENERAL FUND	$864,392	$0	$864,392
Schools	$864,392	$0	$864,392
FIRE	$864,392	$0	$864,392
ROAD DISTRICT	$864,392	$0	$864,392
SJWM(Saint Johns Water Management)	$864,392	$0	$864,392

Sales

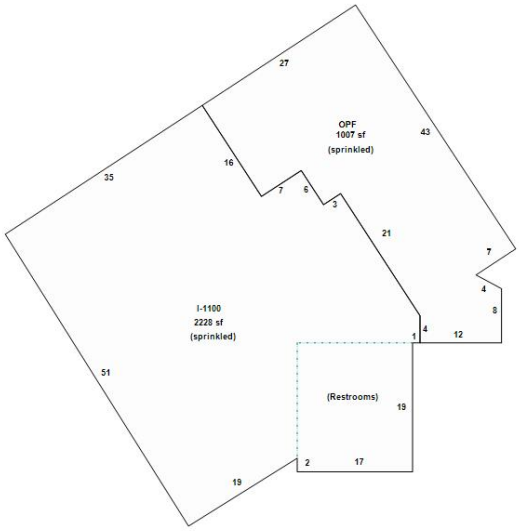
Deed Type	Date	Sale Amount	Book / Page	Sale Type	Qualified?
SPECIAL WARRANTY DEED	9/1/2008	$1,400,000	07072/0658	Improved	No
SPECIAL WARRANTY DEED	7/1/2001	$157,400	04131/0074	Improved	No
SPECIAL WARRANTY DEED	8/1/1997	$1,600,000	03293/1737	Improved	No
WARRANTY DEED	4/1/1990	$1,500,000	02176/0340	Improved	No
WARRANTY DEED	12/1/1981	$100	01370/1079	Improved	No
WARRANTY DEED	11/1/1981	$12,500	01364/1570	Improved	No

Land

Units	Rate	Assessed	Market
100,624 SF	$5.73/SF	$576,576	$576,576

Building Information	
#	1
Use	WOOD BEAM/COLUMN
Year Built*	1966
Bed	
Bath	
Fixtures	0
Base Area (ft²)	3456
Total Area (ft²)	
Constuction	WOOD SIDING WITH WOOD OR METAL STUDS
Replacement Cost	$344,318
Assessed	$137,727

* Year Built = Actual / Effective



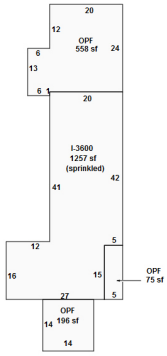
Building 1

Appendages

Description	Area (ft²)
OPEN PORCH FINISHED	1007
OPEN PORCH FINISHED	430

Building Information	
#	2
Use	WOOD BEAM/COLUMN
Year Built*	1966
Bed	
Bath	
Fixtures	0
Base Area (ft²)	1257
Total Area (ft²)	
Constuction	WOOD SIDING WITH WOOD OR METAL STUDS
Replacement Cost	$105,273
Assessed	$42,109

* Year Built = Actual / Effective



Building 2

Appendages

Description	Area (ft²)
OPEN PORCH FINISHED	558

OPEN PORCH FINISHED	75
OPEN PORCH FINISHED	196

Permits

Permit #	Description	Value	CO Date	Permit Date
20532	1014 MIAMI SPRINGS DR: ALTERATION COMMERCIAL-ADD BATH AND LEVEL 2 ALT. CC ONLY	$25,000	7/12/2021	6/17/2021
16764	1014 MIAMI SPRINGS DR: ELECTRIC SOLAR WIRING-30X60 SOLAR ARRAY	$150,000	8/26/2021	1/20/2021
14857	1014 MIAMI SPRINGS DR: WOOD DECK-WOOD DECK AND RAMP AT MAIN BUILDING	$18,000	7/6/2021	12/30/2020
09803	FENCE/WALL	$30,000		9/14/2015
02244	FIRE ALARM SYSTEM	$1,700		3/5/2015
11555	ELECTRICAL SOLAR WIRING	$20,000	11/8/2022	11/26/2014
11556	SOLAR POOL/WTR HTR SPLY	$4,500		11/26/2014
11559	ELECTRIC SOLAR WIRING. PAD PER PERMIT:1014 MIAMI SPRINGS DR.	$8,000	11/8/2022	11/24/2014
07751	ELECTRIC SOLAR WIRING	$40,000	11/8/2022	8/7/2014
03654	INTERIOR FIRE SPRINKLER SYSTEM TO START @ TAP - DRY SYSTEM - 1000 MIAMI SPRINGS DR	$10,211		4/22/2014
01749	TIE INTO NEW SPRINKLER SYSTEM TO MONITOR THRU THE PHONOE LINES	$2,000		2/27/2014
01156	WALK IN COOLER	$7,200		2/11/2014
00902	INSTALL FIRE ALARM SYSTEM PER NFPA IN THE RESTROOM--REF PERMIT #13-9565	$5,000		1/31/2014
00903	INSTALL ARE ALARM SYSTEM IN THE CONCESSION BUILDING	$13,916		1/31/2014
09565	PARTIAL REBUILD OF STRUCTURE	$39,530		11/14/2013
08781	ELECTRICAL	$1,400		10/17/2013
08692	DEMOLISH EVERYTHING, BUT, 2 SLABS, STORAGE ROOM, & BATHROOM	$5,000		10/14/2013
09411	FIRE ALARM SYSTEM INSTALLATION - 1000 MIAMI SPRINGS DR	$1,785		12/19/2012
08539	FIRE SPRINKLER SYSTEM INSTALLATION - 1000 MIAMI SPRINGS DR	$31,995		11/14/2012
06161	RENOVATE EXISTING BUILDING IN ORDER TO CREATE CLASSROOM - 1000 MIAMI SPRINGS DR	$38,500	3/1/2013	8/13/2012
00892	BOAT DOCK - 1000 MIAMI SPRINGS DR	$60,000		2/9/2012
09558	DEMOLISH EXISTING BOATHOUSE ONLY - 1000 MIAMI SPRINGS DR	$1,000		12/15/2011
08495	ACCESS CONTROL GATE	$6,295		11/1/2011
08349	REPAIR GUARDRAILS	$2,000		10/25/2011
07502	BOATHOUSE - 1000 MIAMI SPRINGS DR	$100,000		9/19/2011
06279	WIRING A GATE W/A LOW VOLTAGE DATA LINE	$1,700		8/2/2011

02159	WIRE ELECTRIC CAR CHARGING SYSTEM; PAD PER PERMIT 1014 MIAMI SPRINGS DR	$3,340		3/28/2011
01234	ELECTRIC SOLAR WIRING; PAD PER PERMIT 1014 MIAMI SPRINGS DR	$39,480		2/21/2011
01441	NEW LINES & FIXTURES - WEKIVA MARINA; PAD PER PERMIT 1014 MIAMI SPRINGS DR	$20,450		3/1/2010
09437	NEW ELECTRICAL SERVICE, RECEPTICALS, LIGHTING, & SPLIT A/C - PAD PER PERMIT 1014 MIAMI SPRINGS DR	$9,000		12/2/2009
07451	REROOF	$7,250		9/15/2009
03722	REPLACE ROTTEN WOOD, WINDOWS, & SIDING - OLD BANQUET HALL	$20,000		5/11/2009
05656	FENCE/WALL; CONTRACTOR - OWNER BLDG	$600		6/19/2000
10543	DEMOLITION	$0		12/1/1999
05664	100 AMP SERVICE/MISC ELECT; PAD PER PERMIT 1014 MIAMI SPRINGS DR	$2,500		7/1/1999
02499	FIRE PROTECTION; ALEXANDER'S RIVERFRONT RESTAURANT	$475		4/1/1997
00558	ALEXANDER'S RIVERFRONT RESTUARANT	$75,000	4/17/1997	2/1/1997
00679	WEKIVA MARINA RESTAURANT-PH 2	$75,000	3/14/1995	2/1/1995

Extra Features

Description	Year Built	Units	Cost	Assessed
COMMERCIAL ASPHALT DR 2 IN	1979	32364	$87,383	$34,953
WOOD WALKWAY	1979	3136	$23,677	$9,471
WALKS CONC COMM	1979	804	$4,374	$1,750
WOOD DECK	1979	240	$1,656	$662
PATIO CONC	1979	192	$1,044	$418
COMM: BOAT DOCK	1979	3220	$114,954	$45,982
COMM: BOAT DOCK	1979	320	$11,424	$4,570
HOME-SOLAR POWER	2020	1	$0	$0
WOOD WALKWAY	2021	1005	$7,588	$6,677
WOOD DECK	2021	576	$3,974	$3,497

Zoning

Zoning	PD
Description	Planned Development
Future Land Use	REC
Description	Recreation

School Districts

Elementary	Sabal Point
Middle	Rock Lake
High	Lake Brantley

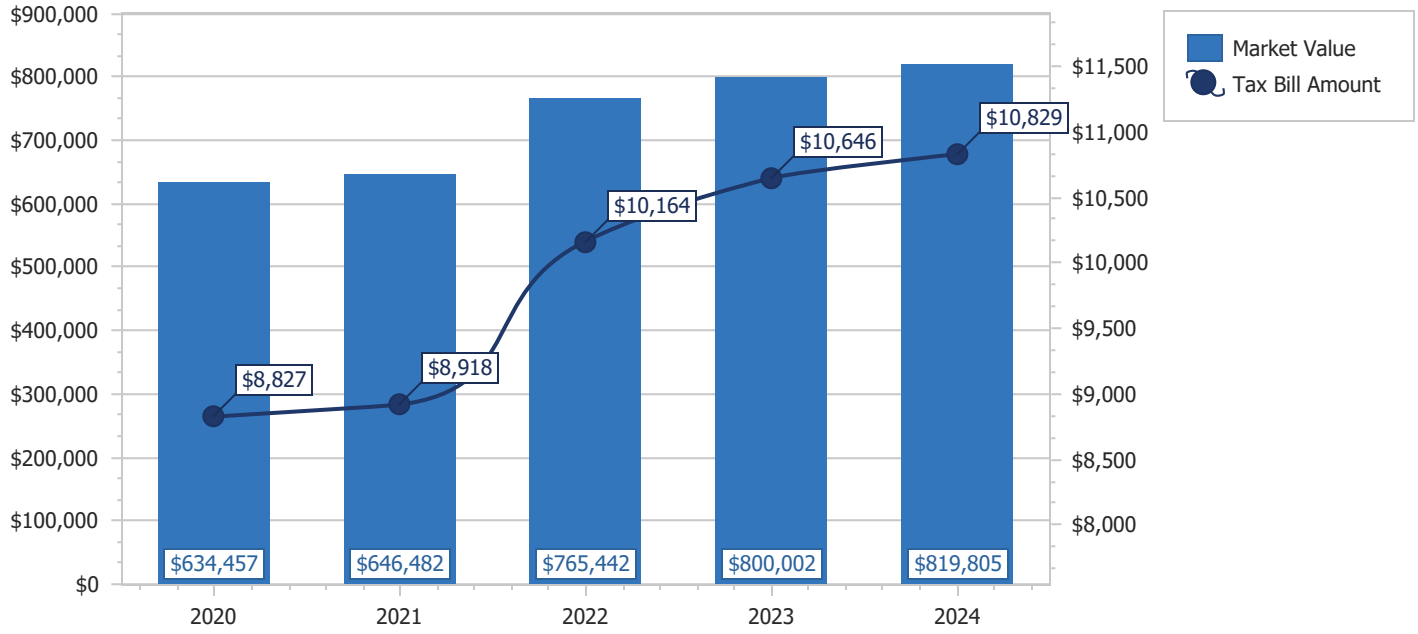
Political Representation

Commissioner	District 3 - Lee Constantine
US Congress	District 7 - Cory Mills
State House	District 39 - Doug Bankson
State Senate	District 10 - Jason Brodeur
Voting Precinct	Precinct 31

Utilities

Fire Station #	Station: 16 Zone: 163
Power Company	DUKE
Phone (Analog)	
Water	Sunshine Water Services
Sewage	Sunshine Water Services
Garbage Pickup	
Recycle	
Yard Waste	
Hauler #	

Property Value History



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ATTACHMENT 1

WEKIVA ISLAND WINTER WONDERLAND SPECIAL EVENT PERMIT

Request to Vary from the 2018 Planned Unit Development Approved Development Order Conditions

Development Order Conditions		***Special Event Permit Request***
Hours of Operation Section 3(c) 1-2	Friday and Saturday (year round): 8:00 a.m. to 11:00 p.m. Sunday through Thursday, Labor Day to Memorial Day: 8:00 a.m. to 7:00 p.m.	Sunday through Thursday 11/30 - 12/23 and 12/28 – 12/30 8:00 a.m. to 9:00 p.m.; except for Sunday, 12/14 and Sunday, 12/21 8:00 a.m. to 11:00 p.m.
Outdoor Amplification Section (3)j	No outdoor amplification of sound shall be permitted except during special events, as approved by the BCC	Amplified sound in association with outdoor movies.
Maximum Capacity	Three hundred ninety-five (395)	Four hundred and fifty (450)

ATTACHMENT 2
Winter Wonderland 2025 Special Event Permit

Dates & Hours & Description of Events:

November 30th, 2025 - Sunday
Holiday Market1-5 pm
Tree Lighting 7- 9 pm
Santas Workshop 7- 9 pm
Santa & Mrs Claus 7- 9 pm
Lighted Stilt walkers 7- 9 pm

December 1st - Monday
Ornament Decorating with
Artsy Elves 6PM-7PM
Open until 9 PM

December 2nd - Tuesday
Open until 9 PM

December 3rd - Wednesday
Stories with Mrs. Claus 6PM
Wine & Paint 6 - 8 pm
Open until 9 PM

December 4th - Thursday
Toy Drive Happy Hour 6 - 8 pm
Santa Claus in the Workshop 6 - 8 pm
Open until 9 PM

December 5th - Friday
Santa's Workshop open 7 - 9 pm
Santa & Mrs. Claus 7 - 9 pm
Open until 11 PM

December 6th - Saturday
Santa's Workshop 1 - 8 pm
Santa & Mrs. Claus 1 - 8 pm
Holiday Stilt walkers 2- 6 pm
Glitter Tattoo Artist 2 - 5 pm

December 7th - Sunday
Donuts With Santa 9-11 AM
Santa's Workshop 1 - 7 pm
Santa & Mrs. Claus 1 - 7 pm
Glitter Tattoo Artist 2 - 5 pm
Candy Cane Girl Stilt walkers 2 - 6 pm
Outdoor Movie - The Polar Express
7 - 9 pm

December 8th - Monday
Reindeer Feed Box Making w/ Mrs. Claus &
Elves 6 - 7 pm

December 9th - Tuesday
Open until 9 PM

December 10th - Wednesday
Stories with Mrs. Claus 6 - 7 pm
Open until 9 PM

December 11th - Wednesday
Sip & Shop in Tooting Otter 6 - 8 pm
Open until 9 PM

December 12th - Friday
Santa's Workshop 7 - 9 pm Santa
& Mrs. Claus 7 - 9 pm

December 13th Saturday
Santa's Workshop 1 - 8 pm
Santa & Mrs. Claus 1 - 8 pm
Holiday Stilt walkers 2- 6 pm
Glitter Tattoo Artist 2 - 5 pm
The Grinch & Who'ville Elves 2-6 pm

December 14th - Sunday
Breakfast with Santa 9 - 11 am
Holiday Stilt walkers 9 - 11 pm
Glitter Tattoo Artist 9 - 11 pm
Santa & Mrs. Claus 9 - 11 pm
Santa's Workshop 1 - 7 pm
Santa & Mrs. Claus 1 - 7 pm
Holiday Stilt walkers 2- 5 pm
Outdoor Movie - The Grinch 7- 9 pm

December 15th - Monday
Ornament Decorating with Elves 6-7pm

December 16th - Tuesday
Open until 9 PM

December 17th - Wednesday
Stories With Mrs. Claus 6 - 7 pm
Open until 9 PM

December 18th - Thursday
Reindeer Feed Box Making w/ Mrs. Claus &
Elves 6 - 7 pm
Open until 9 PM

December 19th - Friday
Stories with Mrs. Claus 6PM
Open until 9 PM

December 20th - Saturday
Santa's Workshop 1- 8 pm
Santa & Mrs. Claus 1 - 8 pm
Clark Griswold & Cousin Eddy 6 - 9pm

December 21st - Sunday
Breakfast with Santa 9 - 11 am
Holiday Stilt walkers 9 - 11 pm
Santa's Workshop 1 - 7 pm
Santa & Mrs. Claus 1 - 7 pm
Glitter Tattoo Artist 2 - 5 pm
Outdoor Movie - A Christmas Carol 7- 9 pm

December 22nd - Monday Ornament
Decorating with Elves 6-7 pm Open until
9 PM

December 23rd - Tuesday
Open until 9 PM

December 24th - Wednesday (not counted in #)
Closing at 4 pm

December 25th - Thursday (not counted in #)
Open 10 am to 3 pm

December 28th - Sunday
Open until 9 PM

December 29th - Monday
Open until 9 PM

December 30th - Tuesday
Open until 9 PM

December 31st - Wednesday (not counted in #)
Open until 7 PM

EXHIBIT A

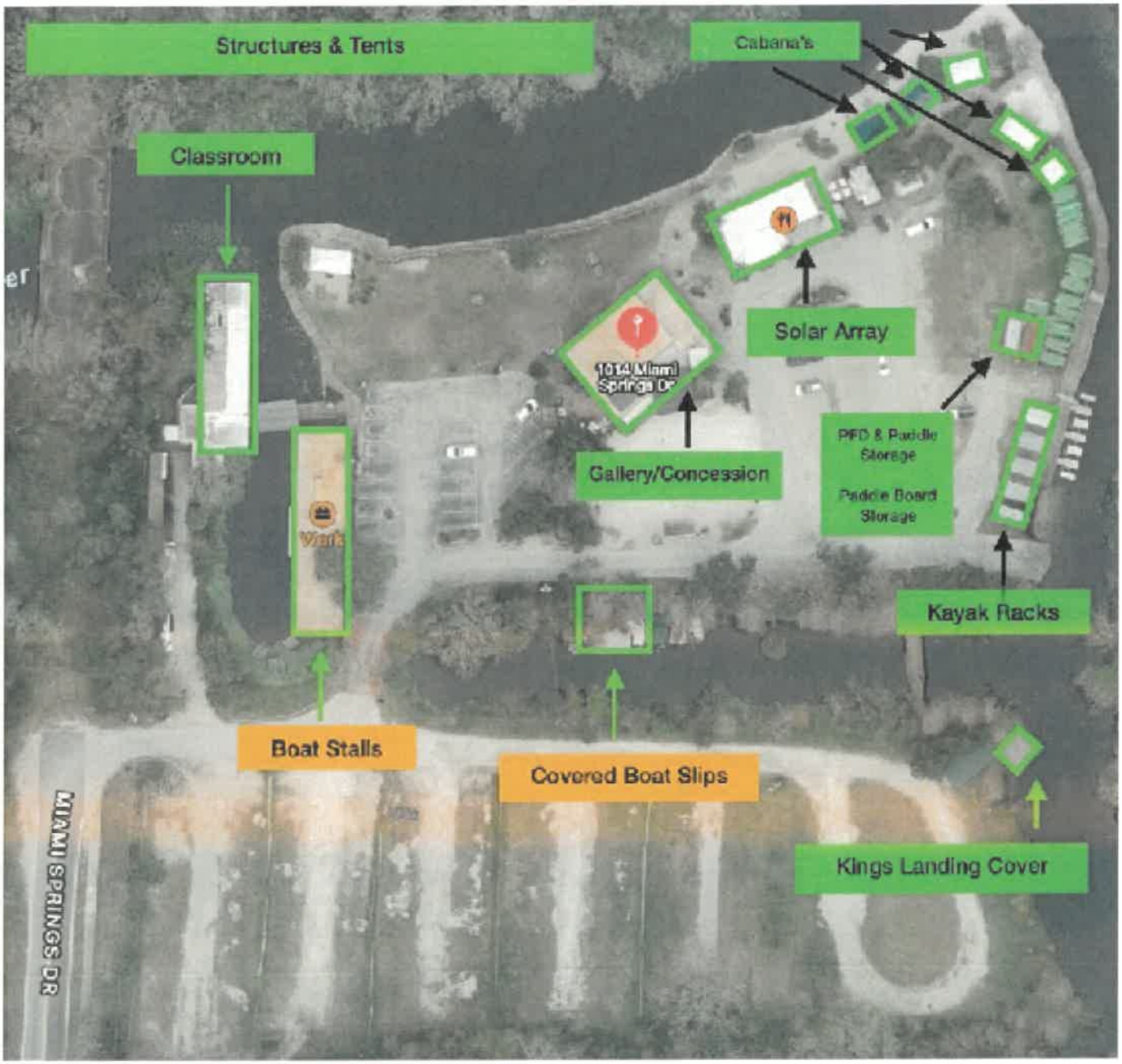
Structures & Tents
Cabana's
Classroom
Solar Array
1014 Miami Springs Dr
Gallery/Concession
PFD & Paddle Storage
Paddle Board Storage
Kayak Racks
Boat Stalls
Covered Boat Slips
Kings Landing Cover
MIAMI SPRINGS DR

EXHIBIT B

EXHIBIT C

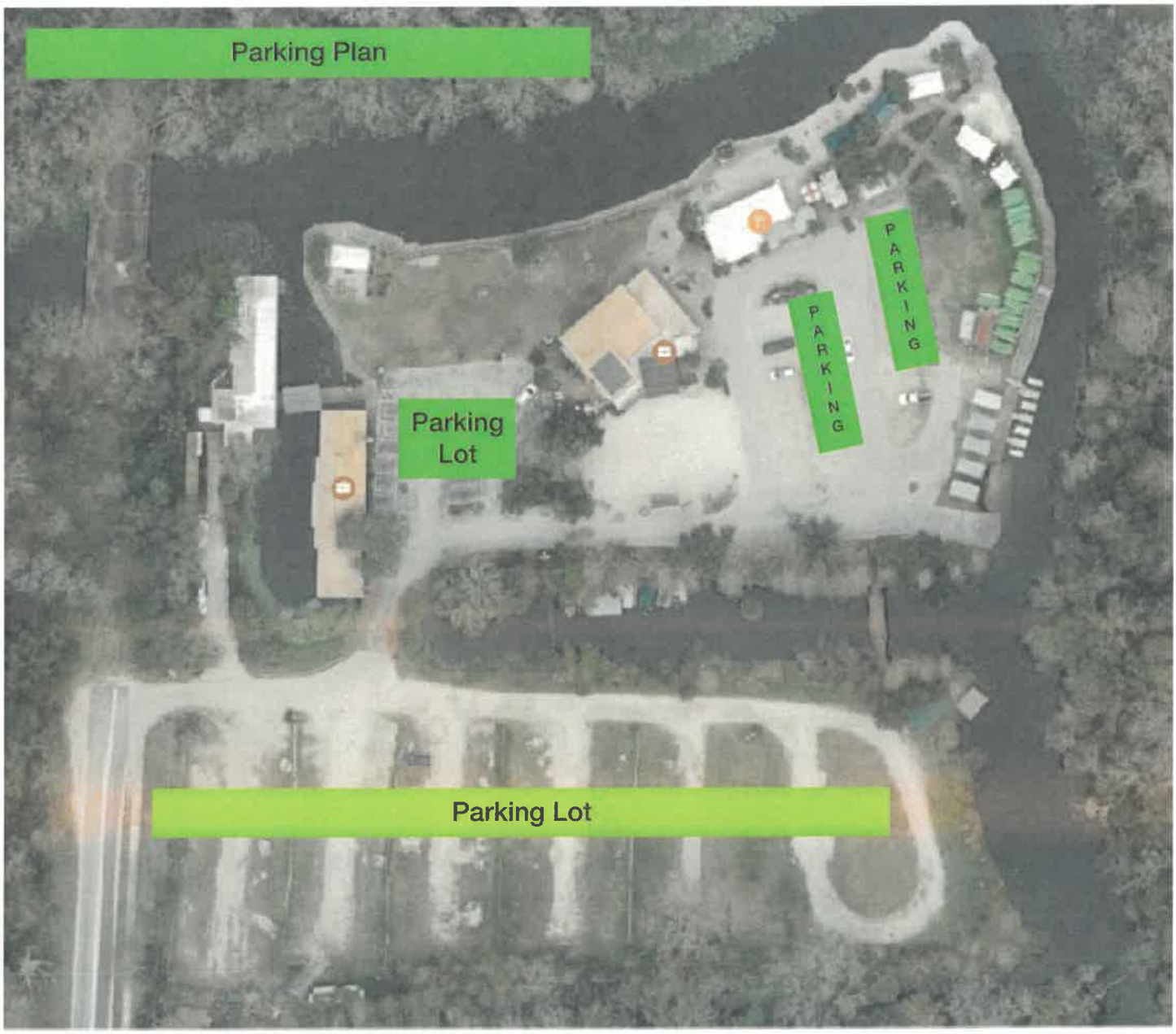

EXHIBIT D

EXHIBIT E

EXHIBIT F

Restrooms/Sanitation
Restroom X 1
Restrooms X 8
Restrooms X 2
Restrooms w/
Shower

EXHIBIT G

EXHIBIT H

EXHIBIT I

SPECIAL EVENT PERMIT

Failure to obtain required permits revokes this approval.

PERMIT NO: 25-45000011

In accordance with Section 30.6.4.2 of the Land Development Code of Seminole County, no special event may be permitted for more than fourteen (14) consecutive days, and no parcel of land will be permitted to have more than five (5) special events in any twelve (12) month period, unless otherwise authorized by the Board of County Commissioners.

BCC DATE	**October 28, 2025**
APPLICANT	**Mary Sue Weinaug, Authorized Agent**
SITE ADDRESS	**1000 – 1014 Miami Springs Drive; Longwood**
ESTABLISHMENT	**Wekiva Island**
PARCEL ID	**30-20-29-300-001A-0000, 31-20-29-300-001B-0000, 31-20-29-300-001C-0000**
SIZE IN ACRES	**5.5 Acres**

DESCRIPTION OR NAME OF EVENT: Wekiva Island Winter Wonderland

TO BE HELD ON: November 30, 2025 to December 23, 2025 and December 28, 2025 to December 30, 2025

BETWEEN THE HOURS OF: 8:00 a.m. to 9:00 p.m. except on 12/14 and 12/21 the hours will be 8 a.m.to 11:00 p.m.

NUMBER OF ATTENDEES: 450 at any given time

EVENTS DURING THE LAST TWELVE (12) MONTHS INCLUDING THIS EVENT: Four (4)

The Board of County Commissioners determined that the proposed event is reasonably compatible with nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors. This permit will be subject to the following conditions:

1. The Special Event hours will be: 8:00 a.m. to 9:00 p.m.; except for Sunday, 12/14 and Sunday, 12/21 8:00 a.m. to 11:00 p.m.

2. The number of attendees will not exceed 450 guests at any given time.

3. Entertainment will include a variety of events to be scheduled during the Special Event as shown on Attachment 2.

4. Amplified sound is permitted on December 7, 14, and 21, 2025 in association with family friendly outdoor movies as shown on Attachment 2, the Schedule of Events for the Wekiva Island Winter Wonderland Special Event. The outdoor amplification of sound shall not exceed 50 db(a) or 60 db(c), one minute average (LEQ) sound level, as measured at the common park area in the Sweetwater Springs subdivision (reference, the M-2 location as shown in the final report of the Community Sound Test Results and Analysis of the March 2022 Wekiva Island Special Events). The outdoor movie screen and speakers shall be oriented towards the west property boundary, as shown on Exhibit B.

5. Tents and temporary electrical equipment/installation will require all applicable County permits and inspections as required through the Building Division.

6. Applicant to submit the following to the County's Fire Prevention Bureau: tent and canopy permits, offsite parking and public safety access plan, and food service vendor information.

7. Applicant to contact the County's Fire Prevention Bureau forty-eight (48) hours prior to the Event to schedule an inspection for compliance with all fire code requirements.

8. Access around the perimeter of the Event must remain open to allow for emergency apparatus, including: (a) fire apparatus access roads shall be twenty (20) feet wide, clearly marked and unobstructed; and (b) fire apparatus access roads shall be provided so that no area of the Event is greater than 150 feet (foot travel) from Fire Department vehicle access.

9. A first aid station will be available as shown on Exhibit I.

10. Parking will be provided in the existing designated parking area as shown on Exhibit C. A maximum of 248 passenger vehicles shall be permitted on site at any one time.

11. A minimum of one (1) portable fire extinguisher rated at least 2A10BC shall be located within seventy-five (75) feet travel distance of the food and beverage service areas of the Event.

12. Trash receptacles will be available throughout the site in addition to recycling centers. Sanitation stations will be available throughout the site, as shown on Exhibit G.

13. This Event is located within the Urban Bear Management Area. All Special Events that occur outside must be kept free from the accumulation of refuse. All refuse must be collected from the grounds and must be secured within the appropriate Bear

Resistant Refuse Container, secured within a secured structure, or removed from the Urban Bear Management Area to an appropriate disposal site at the close of each day's activities.

14. Public ingress and egress to the Event will be via Miami Springs Dr. Ingress and egress to the site for set-up of the Event will be via Miami Springs Dr., as shown on Exhibit E.

15. Off-site signage is prohibited during this Event.

16. Off-Premise parking is prohibited during this event.

17. An updated Certificate of Insurance showing Seminole County as a certificate holder and Seminole County Sheriff's office as an additional insured must be submitted prior to the start of the Special Event.

18. Security to be provided by off-duty Seminole County Sheriff Deputies and Wekiva Island Staff.

19. The Event must be in compliance with Attachments 1 and 2, and Exhibits A through I.

20. Indemnification: Applicant, by accepting the Special Event Permit shall, at its own cost and expense, hold harmless, defend and indemnify Seminole County, its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages, liabilities, cost, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of Applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of Applicant, its officers, directors, agents, employees or contractors arising out of or in conjunction with the permit(s) issued.

Approved by the Board of County Commissioners on October 28, 2025.

_____

Jay Zembower, Chairman
Board of County Commissioners

SPECIAL EVENT PERMIT

EXHIBIT A
STRUCTURES & TENTS
PERMIT NO: 25-45000011

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SPECIAL EVENT PERMIT

EXHIBIT B
LOCATION OF MOVIE VIEWING
PERMIT NO: 25-45000011

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SPECIAL EVENT PERMIT

EXHIBIT C
PARKING PLAN
PERMIT NO: 25-45000011

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SPECIAL EVENT PERMIT

EXHIBIT D
EVENT DESCRIPTION
PERMIT NO: 25-45000011

SPECIAL EVENT PERMIT

EXHIBIT E
INGRESS & EGRESS
PERMIT NO: 25-45000011

SPECIAL EVENT PERMIT

EXHIBIT F
RESTROOM/SANITATION
PERMIT NO: 25-45000011

EXHIBIT G
TRASH RECEPTACLES
PERMIT NO: 25-45000011

SPECIAL EVENT PERMIT

EXHIBIT H
PEDESTRIAN PLAN
PERMIT NO: 25-45000011

SPECIAL EVENT PERMIT

EXHIBIT I
PEDESTRIAN PLAN
PERMIT NO: 25-45000011

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

File Number: 2025-1015

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising Section 20.10 (Development, Building, Inspection and Administrative Charges) to reduce the fee for applications for forgiveness or reductions of code enforcement liens and eliminating the provision regarding appeals to the Board of County Commissioners; and providing an effective date. **(Tricia Johnson, Deputy County Manager)**

Division:

Development Services - Code Enforcement

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Tricia Johnson/407-665-7224

Background:

At its September 23, 2025, meeting, the Board of County Commissioners (BCC) provided feedback regarding Code Enforcement program updates and related code changes, including amendments to Section 20.10 of the Seminole County Administrative Code.

Based on this feedback, County staff recommends, and the Board finds it appropriate, to reduce the Code Enforcement fee associated with applications for forgiveness or reduction of code enforcement liens.

Specifically, staff recommend reducing the application fee for a lien reduction request from $500 to $100 for homesteaded properties and $250 for non-homesteaded properties. In addition, the Special Magistrate may refund the fee in cases of documented financial hardship if the lien amount is reduced.

Elimination of the provision providing for the appeal to the BCC of a denial of a lien reduction request is implemented to conform to procedural changes to the lien

reduction application process recently adopted in Ordinance No. 2025-20.

This Resolution shall take effect immediately upon Board approval.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising Section 20.10 (Development, Building, Inspection and Administrative Charges) to reduce the fee for applications for forgiveness or reductions of code enforcement liens and eliminating the provision regarding appeals to the Board of County Commissioners; and providing an effective date.

RESOLUTION NO.: 2025-R-____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY REVISING SECTION 20.10 (DEVELOPMENT, BUILDING, INSPECTION AND ADMINISTRATIVE CHARGES) TO REDUCE THE FEE FOR APPLICATIONS FOR FORGIVENESS OR REDUCTION OF CODE ENFORCEMENT LIENS AND ELIMINATING THE PROVISION REGARDING APPEALS TO THE BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board has directed staff to revise the County's Code Enforcement program; and

WHEREAS, County staff recommends and the Board finds it appropriate that the fee for applications for forgiveness or reduction of code enforcement liens application be reduced; and

WHEREAS, as revisions to the County Code relating to Code Enforcement will eliminate any appeal to the Board in relation to an application for forgiveness or reduction of liens, the Board finds it appropriate to revise the Seminole County Administrative Code to remove the related provision and fee.

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

Section 1. Amendment to Section 20.10, Development, Building, Inspection And Administrative Charges. Section 20.10, Development, Building, Inspection And Administrative Charges, is hereby amended as follows:

20.10 DEVELOPMENT, BUILDING, INSPECTION AND ADMINISTRATIVE CHARGES.

* * *

B. ADMINISTRATION.

* * *

~~(9) Request for a reduction of lien (the BCC can refund the fee if the lien is reduced due to financial hardship) $500.00~~

(9) Request for a reduction of lien (the Special Magistrate can refund the fee if the lien is reduced due to financial hardship)

Homestead property: $100.00

Non-Homestead property: $250.00

~~(10) Appeal to the BCC of the Deputy County Manager's denial of a lien reduction Request (the BCC can refund the fee if the lien is reduced due to financial hardship) $200.00~~

* * *

Section 2. This Resolution will take effect immediately.

ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

JBN/kw
10/17/25

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1014

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by deleting Section 3.20 (Code Enforcement Lien Requests for Waivers/Reductions and Procedure to Satisfy Liens Paid in Full) and Section 3.21 (Code Enforcement - Special Magistrate Rules of Procedure); and providing an effective date. Countywide **(Tricia Johnson, Deputy County Manager)**

Division:

Development Services - Code Enforcement

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Tricia Johnson/407-665-7224

Background:

At its September 23, 2025, meeting, the Board of County Commissioners provided feedback related to Code Enforcement updates and code changes, including changes to Sections 3.20 and 3.21 of the Seminole County Administrative Code.

The procedures addressed in these sections are now addressed by the Seminole County Code. Therefore, during the September 23, 2025, Code Enforcement work session, the Board supported the deletion of these two sections. The Resolution is effective upon Board approval.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by deleting Section 3.20 (Code Enforcement Lien Requests for Waivers/Reductions and Procedure to Satisfy Liens Paid in Full) and Section 3.21 (Code Enforcement - Special Magistrate Rules of Procedure); and providing an effective date.

RESOLUTION NO.: 2025-R-____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY DELETING SECTION 3.20 (CODE ENFORCEMENT LIEN REQUESTS FOR WAIVERS/REDUCTIONS AND PROCEDURE TO SATISFY LIENS PAID IN FULL) AND SECTION 3.21 (CODE ENFORCEMENT – SPECIAL MAGISTRATE RULES OF PROCEDURE); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board has directed staff to revise the County's Code Enforcement program; and

WHEREAS, as the procedures addressed by Section 3.20 and 3.21 of the Seminole County Administrative Code are now to be addressed by the Seminole County Code, the Board finds that it is appropriate to delete said sections from the Seminole County Administrative Code.

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

Section 1. Deletion of Section 3.20, Code Enforcement Lien Requests for Waivers/Reductions and Procedure to Satisfy Liens Paid in Full. Section 3.20, Code

Enforcement Lien Requests for Waivers/Reductions and Procedure to Satisfy Liens Paid in Full, of the Seminole County Administrative Code, attached to and made a part of this Resolution as Exhibit A, is hereby deleted.

Section 2. Deletion of Section 3.21, Code Enforcement – Special Magistrate Rules of Procedure. Section 3.21, Code Enforcement – Special Magistrate Rules of Procedure, of the Seminole County Administrative Code, attached to and made a part of this Resolution as Exhibit B, is hereby deleted.

Section 3. This Resolution will take effect immediately.

ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

Attachment:
Exhibit A: Section 3.20
Exhibit B: Section 3.21

JBN/kw
10/17/25

SECTION 3. COUNTY ADMINISTRATION

3.20 CODE ENFORCEMENT LIEN REQUESTS FOR WAIVERS/REDUCTIONS AND PROCEDURE TO SATISFY LIENS PAID IN FULL

A. PURPOSE. To establish policy/procedure for the Board of County Commissioners in reducing, waiving or satisfying Code Enforcement Liens.

B. REDUCTION/WAIVER REQUESTS

(1) All requests for the Board of County Commissioners to reduce or waive code enforcement liens shall be filed with the Deputy County Manager. All requests shall be in writing addressed to the Deputy County Manager, shall state all facts relevant to the request, and shall be accompanied by the order imposing a lien upon the property.

(2) Upon receiving a sufficient request, the Deputy County Manager shall review the request in accordance with the following guidelines established by the Board of County Commissioners.

(a) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

(b) If a title insurance policy is issued upon the purchase of the property and the title insurance policy failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

(c) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

(3) If the Deputy County Manager determines that the request fails any one of the above-established guidelines, the Deputy County Manager shall issue a written denial of the request. If the applicant wishes to appeal the Deputy County Manager's decision to the Board, the applicant may do so by filing a written appeal with the Deputy County Manager stating why the Board should make an exception to its established guidelines and reduce or waive the lien. Upon receipt of a proper appeal, the Deputy County Manager shall present the information to the Board of County Commissioners at a regular meeting for their consideration and final determination.

(4) If the Deputy County Manager determines that the request does not fail any one of the above-established guidelines, the Deputy County Manager shall review the request by evaluating:

(a) the amount of the lien as compared to the value of the property

(b) the actions taken, or not taken, by the property owner in attempting to abate the code violation

(c) the amount of staff time expended to bring the property in compliance

(5) The Deputy County Manager shall present the information to the Board of County Commissioners at a regular meeting for their consideration and final determination

(6) When liens are satisfied as a result of either reduced payment or waiver as directed by the Board of County Commissioners, the County shall provide the property owner with the lien satisfaction instrument and it shall be the property owner's responsibility to record the instrument in the official County land records and to provide a certified copy of the recorded instrument to the County.

C. SATISFACTION/RELEASE OF CODE ENFORCMENT LIENS PAID IN FULL. When recorded code enforcement liens are complied and paid in full, including all applicable costs, interest, administrative expenses, and attorney's fees, a satisfaction or release of lien shall be executed by the County Manager, or his/her designee, and shall be recorded administratively by Seminole County staff. The satisfaction or release of any code enforcement lien, paid in full, shall not require the approval of the Board of County Commissioners.

D. AUTHORITY. Approved by BCC March 14, 2000 as a briefing item
Resolution 2024-R-94 adopted August 27, 2024

SECTION 3. COUNTY ADMINISTRATION

3.21 CODE ENFORCEMENT – SPECIAL MAGISTRATE RULES OF PROCEDURE

A. PURPOSE. To establish rules of procedure for the Code Enforcement Special Magistrate in Seminole County, Florida.

B. ESTABLISHMENT. The Seminole County Code Enforcement Special Magistrate ("Special Magistrate") is established to supplement the Code Enforcement Board and to add efficiencies to the Code Enforcement process. The procedures for the Special Magistrate are governed by Florida Statutes, Chapter 162 and all applicable county ordinances and regulations.

C. JURISDICTION. The Special Magistrate has jurisdiction to hear violations of all codes and ordinances of Seminole County with respect to non-residential properties or uses. The County Attorney or his/her designee, or the Sheriff or his/her designee, is authorized to assign cases to address backlogs or cases that are factually or legally complex.

D. SELECTION OF SPECIAL MAGISTRATE. Special Magistrates shall be appointed by the Seminole County Board of County Commissioners (the "Board") and shall be an attorney duly licensed to practice law in the State of Florida. The Board may appoint up to three Magistrates to serve on a rotating basis, in the case of legal conflict of interest or in the absence of a Special Magistrate.

Special Magistrates serve at the pleasure of the Board and may be removed from service at any time, with or without cause.

E. TERM. Special Magistrates shall serve a term of one year from the date of appointment by the Board. There shall be no limit on the number of terms a person may serve as a Special Magistrate.

F. COMPENSATION. The Special Magistrate shall be compensated at a rate to be determined by the Board.

G. POWERS OF SPECIAL MAGISTRATE. The Special Magistrate shall have the power to:

(a) Adopt rules for the conduct of its hearings;

(b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the Seminole County Sheriff's Office;

(c) Subpoena evidence to its meetings;

(d) Take testimony under oath; and

(e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

H. CONFLICT OF INTEREST. The following conflict of interest provisions shall apply to the Special Magistrate:

(a) A Special Magistrate shall not engage in ex parte communications with any party, representative of a party, or interceding person concerning an alleged violation.

(b) No person who is or may become a party to a hearing before a Special Magistrate shall engage in ex parte communications with any Special Magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct personal or financial interest in the property subject of the alleged violation.

(c) A Special Magistrate shall not serve in more than one office in violation of Article II, section 5(a) of the Florida Constitution.

I. CLERK TO THE SPECIAL MAGISTRATE. The Board of County Commissioners shall provide clerical and administrative support from the Planning and Development Division personnel as may be reasonably required by the Special Magistrate for the proper performance of its duties.

J. MINUTES. Minutes of the hearings shall be taken and promptly recorded by the Clerk to the Special Magistrate and all hearings and proceedings shall be properly noticed and open to the public. The Special Magistrate may request any corrections to the minutes.

K. INITIATION OF ACTIONS BEFORE THE SPECIAL MAGISTRATE.

(a) All actions before the Special Magistrate shall be initiated by a Code Enforcement Officer filing a Statement of Violation and Request for hearing with the Clerk to the Special Magistrate (the "Clerk"). No Special Magistrate shall have the power to initiate such enforcement proceedings.

(b) The Clerk to the Special Magistrate shall assign a complaint number. When the case is ready to be heard by the Special Magistrate, the Clerk shall set the case for a hearing.

(c) After the case is set for hearing, the Clerk shall notify the alleged violator in a manner consistent with state statutes.

L. HEARINGS.

(a) Scheduling of Hearings. The Special Magistrate may have regularly scheduled hearings in the Seminole County Services Building. Special Meetings may be called by the Planning and Development Division Manager. At least twenty-four (24) hours advance notice including the nature and purpose of all meetings shall be furnished to the public, Special Magistrate, County Manager, Code Enforcement Officer and appropriate County Departments. Notice of all meetings shall be provided to the Board of County Commissioners for inclusion on the County's schedule of meetings and events.

(b) Attendance. The Special Magistrate shall notify the Clerk if he or she is unable to attend a meeting. If a Special Magistrate fails to attend two (2) of three (3)

successive meetings that Special Magistrate may be removed from service by the Board of County Commissioners.

(c) Procedures.

(1) All testifying witnesses shall be sworn by the Clerk.

(2) The Special Magistrate shall proceed to hear the cases on the agenda for that day. The Special Magistrate shall take testimony from the Code Enforcement Officer, alleged violator, persons of interest, any other witnesses requested by either party, and any witnesses the Special Magistrate deems necessary. Both parties will have the opportunity to cross-examine.

(3) The Special Magistrate may, in the Special Magistrate's discretion, continue a hearing at any time and may request additional information from either party.

(4) If a hearing is continued, a date certain for the continued hearing shall be announced at the public hearing or a notice shall be provided to the Respondent(s) if a date is not available at the hearing.

(5) Upon completion of all the evidence, the Special Magistrate shall close the hearing.

(6) Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceeding.

(7) The Special Magistrate shall immediately deliberate in open session before the public. Although the public is welcome at the meetings of the Special Magistrate, they shall not be allowed to participate in or address the Special Magistrate during deliberation.

(8) The Special Magistrate shall issue an oral order. The order shall contain findings of fact and conclusions of law and state the affirmative relief granted by the Special Magistrate. The order may include a notice that the violation must come into compliance by a specified date, and that a fine may be imposed if the order is not complied with by said date. If the Special Magistrate finds a repeat violation has been committed, the Special Magistrate may order the violator to pay a fine for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Said order shall be reduced to writing within ten (10) working days and mailed to the violator by certified mail, return receipt requested.

(9) A certified copy of such order may be recorded in the public records of Seminole County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this paragraph and the order is complied with by the date specified in the order, the Special Magistrate shall issue an order acknowledging compliance and that order shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

M. ENFORCEMENT.

(a) If the Special Magistrate's order has not been complied with by the date specified in the order, an Affidavit of Non-Compliance shall be issued. If the respondent wishes to challenge the Code Enforcement Officer's findings of noncompliance, a request may be made for a hearing before the Special Magistrate. This request must be made within five (5) days of receipt by the respondent of the Affidavit of Noncompliance as indicated from the return receipt, Code Enforcement Officer's service, or, (if neither of the preceding is applicable), then five (5) days after posting a copy of the Affidavit on Noncompliance on the property. Such hearing shall be constrained to the issue of whether the respondent has complied with the previous order of the Special Magistrate.

(b) At the conclusion of the hearing, if the Special Magistrate determines that the respondent has complied with the previous order within the time specified in the order, the Special Magistrate shall enter an order so stating. Such order shall be mailed to the respondent and shall be recorded if the Findings of Fact was recorded. If the Special Magistrate determines that the respondent is in compliance, but the compliance was after the date specified in the order, or if the Special Magistrate finds that the violation has not been corrected, the Special Magistrate may enter an Order Imposing a Lien which shall be mailed to the respondent by certified mail, return receipt requested or served upon the respondent by the Seminole County Sheriff's Office.

(c) In the event the respondent does not challenge the Code Enforcement Officer's finding of noncompliance, the Clerk shall place the item on the agenda of the next available meeting for entry of an Order Imposing Lien.

(d) Any Order Imposing a Lien shall be mailed to respondent by certified mail, return receipt requested, or served upon the respondent by the Seminole County Sheriff's Office.

N. ENFORCEMENT COSTS. If Seminole County prevails in enforcing a case before the Special Magistrate, it shall be entitled to recover all costs incurred in enforcing the case before the Special Magistrate, and such costs may be included in the lien authorized under Florida Statues, Section 162.09(3).

O. APPEALS. Any aggrieved party, including the Board of County Commissioners, may appeal a final administrative order of the Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the order to be appealed.

P. MISCELLANEOUS. All records of the Special Magistrate shall be open to public examination, inspection, and copying in accordance with Chapter 119, Florida Statutes.

Q. AUTHORITY. Ordinance 2011-28 adopted October 25, 2011
Resolution 2011-R-207 adopted November 8, 2011
Resolution 2012-R-107 adopted June 12, 2012

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-983

Title:

Approve and authorize the submission of a grant application to the FEMA Flood Mitigation Assistance Grant Program requesting $877,105 for an erosion control project within the City of Altamonte Springs along Little Wekiva River at Sanlando Center; authorize the County Manager or designee to execute all grant documents associated with the grant application. District3 - Constantine **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The Seminole County Office of Emergency Management is seeking approval to pursue a FEMA Flood Mitigation Assistance Grant Program on behalf of the Sanlando Center Office Park at 2170 W SR 434. The goal of this project is to mitigate future erosion concerns to infrastructure along the Little Wekiva River. As a result of multiple heavy rainfall events, the stormwater management system associated with the Sanlando Office Park has become vulnerable to future erosion effects; these facilities are located on the western edge of the project along the Little Wekiva River. The industrial chillers for the office park and part of the property are just a few feet from the eroded riverbank. In its current condition, the topography leaves the property vulnerable during the next major high-flow event on the river. This project is estimated at $877,105.

The FEMA Flood Mitigation Assistance Grant Program allows for a 75% federal cost share. The federal government will share $657,828.75 of the project cost, and the property owner will share $219,276.25. This project would not require a county match.

Requested Action:

Staff requests Board approval to submit a grant application to the FEMA Flood Mitigation Assistance Grant Program for $877,105 for an erosion control project along the Little Wekiva River at Sanlando Center, and to authorize the County Manager or designee to execute all grant documents associated with the grant application.

Notice of Interest Form

Flood Mitigation Assistance (FMA) FY 2025-2026 Application Period

Form Submittal Deadline: August 29, 2025

Please complete this form to determine the applicability of a potential mitigation project for the FEMA Flood Mitigation Assistance (FMA) Grant program, administered by the Florida Division of Emergency Management (FDEM). This Notice of Interest (NOI) Form is **REQUIRED** in order to submit a subapplication to the State for the FY 2025-2026 FMA application period. Submission of this form does not guarantee future approval of an award.

For assistance or to submit the completed form, email non-disasterprograms@em.myflorida.com.

Point of Contact Information *	
First Name: John	Last Name: Lockwood
Organization: Seminole County Emergency Management	Title: Mitigation Coordinator
Email: *(to receive NOI response)* jlockwood@seminolecountyfl.gov	

Potential Project Information *		
☑ Flood Mitigation Assistance (FMA)		
Sub-Applicant Name: Seminole County BOCC		
Is the community in good standing with the NFIP?	Yes ☑	No ☐
Is the activity included in an approved local hazard mitigation plan?	Yes ☑	No ☐
Expiration date of approved local hazard mitigation plan: *(MM/DD/YY)* June 13, 2030		
Has this proposed project been submitted for funding consideration under any other Hazard Mitigation Assistance program?	Yes ☐	No ☑

**Eligible Sub-Applicants include State Agencies, Federally-recognized Tribes, Local Governments/Communities (Local Governments/community may include non-federally recognized tribes consistent with the definition of local government in 44 CFR 201.2, including any federally recognized Indian tribe or authorized tribal organization, or Alaska Native village or organization that is not federally recognized per Title 25 of the United States Code Section 479a et seq.)*

**General cost share is 75% Federal and 25% Non-federal with select exceptions.*

**Capability and Capacity Building refers to new plan creation and plan updates, project scoping and partnership building activities, etc.*

Current as of 07/2025 *(*) all fields required*

Potential Project Information *
Project Title: *(Please include location in title, i.e., Anywhere County, Main St. Elevation)*
2170 W SR 434 Erosion Control Project
Location: *(if applicable)* 2170 W SR 434, Longwood, FL 32779
Estimated Length of Project: *(in months)* 24 mo.
Estimated Project Cost: *(Total Cost)* $880,000
Anticipated Cost Share Percentage: 75% / 25%
Activity Type: Stabalization

Activity Description: *(Provide a detailed description of the problem, the proposed solution, and a sketch/map of the project; add additional pages if necessary)*

The project is located at the Sanlando Office Center, addressed at 2170 West State Road 434, Longwood, Florida. The western boundary of the project site is along the Little Wekiva River. The upland banks of the Little Wekiva River are degrading and eroding over time due to flooding because of several large storm events.

In September and November of 2022, Tropical Storm Ian and Hurricane Nicole, respectively, created flooding and in early 2023 there was additional severe weather. As a result, the infrastructure and the stormwater management system associated with the Sanlando Office Park have become undermined and unsafe; these facilities are located on the western edge of the project along the Little Wekiva River. The industrial chillers for the office park and part of the parking areas are within feet of the eroded riverbank. In its current condition, it is possible that the slopes are at risk for collapse during the next major high flow event in the river.

Protective riprap installed in this area as part of the original development has been undermined and compromised. The proposed project will install sheet pile within the upland embankment and backfill to repair the erosion and prevent further undermining. This section of the Little Wekiva River is not within a protection zone or subject to special designations. Previous adjacent projects have sought to repair similar erosion issues and the river channel in this vicinity is armored with riprap. All work is proposed within the uplands to protect the infrastructure and improve safety.

Current as of 07/2025 *(*) all fields required*

Non-Disaster Program Notice of Interest Response

Flood Mitigation Assistance (FMA)
FY 2025-2026 Application Period

RESPONSE

This response is based on a preliminary review of the information provided. The sole purpose is to provide feedback to assist with the development of a subapplication. It does not warrant a complete subapplication nor does it guarantee an approval by FDEM or FEMA.

If the feedback provided in this response is not included in the subapplication, the subapplication will be deemed incomplete and will not be reviewed nor considered for submission to FEMA.

Project Title (as shown on NOI)
2170 W SR 434 Erosion Control Project

Sub-Applicant
Seminole County

Eligibility

As presented, the proposed activities appear to be eligible for mitigation activities under the Flood Mitigation Assistance (FMA) program. Please refer to the Engineering section for additional information.

Please note that under the FMA program, the proposed project must provide flood mitigation benefits to NFIP participating communities (at least 50 structures to be competitive in the national competition) and this must be demonstrated to eliminate future claims against the NFIP (benefits NFIP insured properties). Documentation must be provided within the subapplication to verify the proposed project benefits NFIP insured properties. This documentation includes a map and associated geospatial file(s)* (e.g., shapefile, Keyhole Markup Language [KML/KMZ], geodatabase, list of census tracts, or other geo-enabled documents) delineating:

- The proposed project location or footprint boundary

- Area with reduced flood risk or benefiting area (in alignment with hydrologic and
- hydraulic modeling, as available, except for Phase I projects)
- Active NFIP policies (if data are available)

***Please see the attached Geospatial File Job Aid.**

For your reference, the link to the 2025 Hazard Mitigation Assistance Program and Policy Guide is below. This Guide covers all Hazard Mitigation Assistance programs and eligible project types.

2025 Hazard Mitigation Assistance Program and Policy Guide
https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance

FEMA Go Subapplication Recommendations/Requirements:

Scope of Work:

- Provide detailed scope of work in subapplication. All activities to mitigate the proposed project must be included in the SOW. Provide detailed/complete answers to all questions.

Schedule:

- Please be sure the schedule of work does not exceed the allowable 36 months period of performance.

Budget:

- All eligible costs must be listed in the cost estimate section. **Lump sum budgets are not acceptable.**
- Documentation to support cost estimate must be attached to the subapplication (contractor estimates, materials estimates, etc.). Supporting documentation must be current, signed/dated by the professional that prepared it, include the methodology used, and must match the costs in the subapplication budget cost estimate.

FEMA Required Documents (all documents should have current dates):

- This is a cost-reimbursement program. Provide funds commitment letter for the total project cost with the understanding that the approved federal share will be reimbursed for eligible project costs. Please include the non-federal share resources for the required non-federal share.
- Attach completed SF424 (Application for Federal Assistance)
- Attach completed SF424C form (Budget Information for Construction Programs)
- NFIP documentation (map and associated geospatial file(s))

Non-Disaster Notice of Interest Response

FY 2025-2026

Project Title (as shown on NOI)

2170 West SR 434 Erosion Control Project

Sub-Applicant

Seminole County

Eligibility

The sub-applicant proposes stabilizing the existing embankment of the Little Wekiva river located in Seminole County, approximately 250 feet east of 2170 West SR 434. Due to flood waters from several large storm events in recent history, the upland banks of the river are degrading and eroding badly. During heavy rainfall events, the Sanlando Office Center stormwater management system and parking areas become unsafe as the protective riprap is compromised, and critical operations infrastructure is within feet of the eroded riverbank. The proposed project will install sheet pile within the upland embankment and backfill to repair the erosion and prevent further undermining.

Based on the information provided, the sub-applicant is proposing the implementation of Stabilization mitigation activities. Per FEMA's Hazard Mitigation Assistance (HMA) Program and Policy Guide (2025), these types of mitigation activities **are eligible** for assistance under Flood Mitigation Assistance (FMA) program if they reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. Additionally, it is highly recommended for the sub-applicant to review the FMA Notices of Funding Opportunity (NOFO) for the year funding, where FEMA can include additional eligibility requirements.

FEMAGo Application Recommendations

- For the application to be competitive, it is recommended the sub-applicant provide a project scope of work (SOW) that clearly describes how the proposed project will effectively mitigate flood risks and contribute to overall flood management while aligning with FEMA's applicable program goals and objectives. The following are recommendations for information to be included in the SOW:
    - Provide a clear and concise description of the current flood, erosion or landslide risks being mitigated and document the damage history, including landslide hazard information in the project area, due to natural hazard events (e.g., flood, stormwater runoff, erosion, etc.). Define the problem and extent of the erosion/instability.
    - A full description of the existing conditions of the project area, including existing drainage

structures, structures to be acquired, and structures/infrastructure impacted by natural hazard events (e.g., wind, flood, etc.) being mitigated by the proposed project.
  - A summary of the proposed mitigation activities and the proposed project deliverables and tasks required to complete the project. This information should be consistent with the cost estimate to be included in the application.
  - Include what are the design standards for the project. (e.g., Design codes, local ordinances, the proposed level of protection, the useful life of the project, NFIP requirements, etc.).
  - Include a narrative of how the level of protection will be achieved (i.e., this project shall be designed to withstand erosion/landslide forces associated with a flood event with a recurrence interval (RI) of 50 years, or a seismic event with a recurrence interval of 100 years). If the protection is not designed to a specific flow rate in a channel or a specific ground acceleration from a seismic event, provide information on the design life and a narrative or analysis on the frequency or magnitude of the event that the mitigation will withstand.
  - Describe the mitigation method and the steps required to implement the soil stabilization mitigation activities, including the mechanism for the mitigation. A professional engineer may need to be consulted.
  - Clearly identify that it is a stand-alone mitigation project that solves a problem independently or constitutes a functional portion of a solution. The identified level of protection described in the application and the BCA should be representative of the proposed project only. Projects that are dependent on a contingent action to be effective and/or feasible are ineligible.
  - Mitigation project alternatives are required as part of the application development. Document at least three alternatives, including the preferred alternative, that were considered during the planning or design phase. Indicate which alternative is the preferred mitigation alternative and discuss why it is the most practical, effective and environmentally sound alternative. One alternative often considered is the “no-action alternative” and reflects conditions expected to exist if a mitigation project is not completed. This is a key step to verify an efficient EHP review process.
  - It is necessary to show that there will be no adverse impacts due to the implementation of the project using methods. This is commonly represented with a hydrology and hydraulics (H&H) report, analyses, or reports that provide data to support the statement.

- Provide the expected annualized maintenance cost for the proposed activities. When discussing the maintenance requirements and estimates, consider discussing the requirement to implement an inspection and maintenance program to maintain the newly installed drainage system throughout its intended life.
- Provide a detailed line-item cost estimate for all tasks identified in the project schedule and SOW. Allowable costs are costs that are necessary and reasonable for the proper and efficient performance and administration of the federal award. All costs included in the sub-application should be reviewed to ensure they are necessary, reasonable, and allocable consistent with the provisions of 2 CFR Part 200.
- To enhance the competitiveness of your project proposal, it is highly recommended that the sub-applicant carefully reviews the criteria identified by FEMA upon publication of the 2025 Flood Mitigation Assistance Notice for Funding Opportunity (NOFO).

- Provide support documentation with your application for statements made in the SOW narrative and provide information to the reviewer to confirm the cost-effectiveness of the project. The job aids provided in the Additional Material Section below can provide the sub-applicant with additional guidance on the type of supporting documentation needed. The information should be obtained and/or signed by the appropriate source. (e.g., Project site map, topographic data, history of floods, claim data, flooding pictures, construction maps, engineering studies such as an H&H, FIRM, maps showing the current and proposed flood extents, costs support documentation, etc.).
- For cost-effectiveness purposes, describe the benefits that the project will provide. Such benefits can be quantified by the flood losses that have (historical) and/or could (expected) occur to existing structures and/or infrastructure. For more guidance on quantifying benefits, please refer to Step 9 of the "Soil Stabilization Technical Review" Job Aid referenced in the "Application Support Material" section below.

Application Support Material

- Hazard Mitigation Assistance (HMA) Program and Policy Guide (2025): The guide provides important concept definitions, eligibility guidance, and allowable cost information to help the sub-applicant prepare its application.
- Soil Stabilization Technical Review (fema.gov): This job aid supplement covers the requirements associated with the technical reviews for soil stabilization projects funded by Hazard Mitigation Assistance.
- 44 Code of Federal Regulation (CFR) Part 201: This section of the CFR provides information on the policies and procedures for mitigation planning as required by the provisions of section 322 of the Stafford Act, *42 U.S.C. 5165*, and section 1366 of the National Flood Insurance Act of 1968, *42 U.S.C. 4104c*.

Prepared by:

Andre Bee
Engineering Specialist
State of Florida Mitigation Technical Unit
FDEM
August 25, 2025

Non-Disaster Notice of Interest Response
FY 2025-2026

Project Title (as shown on NOI)
2170 W SR 434 Erosion Control Project

Sub-Applicant
Seminole County BOCC

Eligibility

If the attached project is deemed eligible, the EHP review requires the following in the application:

1. An aerial map outlining the project area with accurate beginning and ending coordinates or boundary coordinates in **decimal degree** format.
2. A ground disturbance map of the project area showing an estimate of the anticipated maximum horizontal footprint and vertical depth of ground disturbance in feet and the total area of ground disturbance in square feet for each of the proposed project activities. Include the beginning and ending coordinates or boundary coordinates in **decimal degree format** of the expected locations of all anticipated areas of ground disturbance and staging areas. An example map is attached.
3. Clear, color photographs of the project area(s). The photos need to be in dry conditions and labeled with the location and any other descriptors that may help discern the content (at least 4 photographs per area that will be disturbed).
4. A USGS 1:24,000 topographic map with each project location indicated.
5. FIRMette of each project location with the project area indicated.
6. Indicate if there will be any public/community involvement or outreach occurring during the design process.
7. Indicate if there has been any or plans to be any coordination or participation from other agencies.
8. Project Alternatives: What other actions have been explored for this problem?
    a. Were other activities considered, different project types, different locations?

File Number: 2025-998

Title:

Approve the Guaranteed Maximum Price (GMP) of $671,698 for the Rosenwald Community Property Development, Phase 1A, in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute Work Order No. 2 for Construction Services under PS-6230-24/HSM - Construction Manager at Risk (CMAR) Agreement for Rosenwald Community Property Development. District4 - Lockhart (**Chad Wilsky, Fleet and Facilities Director**)

Division:

Fleet and Facilities - Facilities Development

Authorized By:

Chad Wilsky, Director Fleet and Facilities

Contact/Phone Number:

Chad Wilsky/407-665-5276

Background:

The County is undertaking the design and construction of a new Community Center at the former Rosenwald School property. Due to the size and complexity of the project, the County elected to use the Construction Manager at Risk (CMAR) delivery method. This approach promotes early collaboration with the design team, provides opportunities for cost-saving strategies, and allows for a more controlled project schedule and budget.

The Purchasing and Contracts Division, in accordance with applicable procurement laws and procedures, executed PS-6230-24/HSM - Construction Manager at Risk (CMAR) Agreement for Rosenwald Community Property Development with Collage Companies on May 22, 2025.

The complete development of the multi-phase project will be distributed across the 12+/- acres of County-owned property located at 1096 Merritt Street, in Altamonte Springs, in three primary phases. Each development phase will expand services to

the community while remaining operational for public use throughout construction.

- Phase 1A - Is primarily focused on site amenities to include three (3) pavilions positioned along a walking path. Construction is scheduled to begin in December 2025 and is expected to be completed by March 2026.
- Phase 1B - Is a continuation of site amenities up to Lake Mobile, allowing the community to engage the waterfront through a fishing pier and kayak launch.
- Phase 2 - Provides a new Community Center with supporting infrastructure such as roads, parking, and utilities.

To develop the GMP, Collage Companies competitively bid the project to the Central Florida construction network of vendors and trade partners. For information purposes only, a total of 112 construction vendors were solicited, 23 of which operate within Seminole County. The project is expected to include ten (10) construction contracts, with two (2), or 20% projected to be awarded to Seminole County businesses. Of the total Guaranteed Maximum Price (GMP) of $671,698, approximately 57% ($381,241) is expected to remain with Seminole County businesses.

The County project team, consisting of Chad Wilsky, Fleet and Facilities Director; Anthony Maddox, Facilities Division Manager; Nick Brow, Facilities Development Manager; and Mike Forcht, Project Manager, has reviewed and successfully negotiated the Guaranteed Maximum Price (GMP) Package for Phase 1A.

Requested Action:

Staff requests that the Board approve the Guaranteed Maximum Price (GMP) of $671,698 for Phase 1A of the Rosenwald Community Property Development, and authorizes the Purchasing and Contracts Division to execute Work Order No. 2 and all associated implementing documents for Construction Services, under PS-6230-24/HSM - Construction Manager at Risk (CMAR) Agreement for Rosenwald Community Property Development.

COLLAGE

October 14, 2025

Mr. Nick Brow
SEMINOLE COUNTY
Program Manager II
Fleet & Facilities | Facilities Development
205 W. County Home Road
Sanford, FL 32773
nbrow@seminolecountyfl.gov

CONSTRUCTION
INTEGRATED SERVICES

Committed to Quality

Subject: Rosenwald Community Property Development
Phase 1A Guaranteed Maximum Price (GMP)

Dear Nick:

Thank you for the opportunity to present to you our Guaranteed Maximum Price (GMP) for Phase 1A at the Rosenwald Community Property Development.

Collage has included, in our project schedule, receiving all permits by December 9, 2025. We received notice yesterday from the permit department that the building permits are not approved. They are asking us to re-submit once the Seminole County Site Plan has been approved. The schedule will be adjusted once the final scheduling requirements are fully known.

We look forward to starting construction on this exciting project!

Please reach out if you have questions or need additional clarification.

Respectfully submitted,
THE COLLAGE COMPANIES

Ben Rives
Director of Preconstruction

cc: Seminole County – Mike Forcht
Collage – Steve Pinyot, Rob Maphis, Jim Beusse, Giuseppi Vicari

Attachments:
1. Summary
2. Allowances
3. Itemized GMP
4. Clarifications
5. Project Schedule
6. List of Solicited Subcontractors
7. Subcontractor Bid Tabs
8. Personnel Chart
9. Document Log

THE COLLAGE COMPANIES
Corporate Office
1150 Greenwood Blvd, Ste 1030
Lake Mary, Florida 32746
P 407.829.2257

collage-usa.com

CGC020818
CGC059537

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SUMMARY

COLLAGE

PHASE 1A - GUARANTEED MAXIUM PRICE

SUMMARY OF COSTS

PROJECT:	ROSENWALD - PHASE 1A
LOCATION:	ALTAMONTE SPRINGS, FL
ACRES:	2.2
ARCHITECT:	BENTLEY
ESTIMATOR:	B. RIVES
DATE:	10/14/2025
VERSION:	REV 5
PLANS / BASIS:	BENTLEY BID SET 08/13/2025

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	NOTES
TOTAL COSTS FOR PHASE 1A SITEWORK & PAVILIONS					
SITEWORK & PAVILIONS	1	EA	--	439,631	
TEMP CONSTRUCTION	1	EA	--	58,606	
PERMITS & FEES	1	LS	--	6,500	
LIABILITY INSURANCE	1	LS	--	2,000	
BUILDER'S RISK INSURANCE	1	LS		10,000	
PERFORMANCE & PAYMENT BOND	1	LS	--	7,500	
PROJECT ALLOWANCES	1	LS	--	60,000	
			SUB TOTAL	**584,237**	
CONSTRUCTION MANAGEMENT FEE	14.97	%	--	87,460	
			TOTAL PHASE 1A GMP	**$ 671,698**	

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ALLOWANCES

COLLAGE

PHASE 1A - GUARANTEED MAXIUM PRICE

ALLOWANCES

Project:	ROSENWALD - PHASE 1A	**Area:**	2.20 AC
Location:	ALTAMONTE SPRINGS, FL	**Date:**	10/14/2025
Architect:	BENTLEY	**Version:**	REV 5
Estimator:	B. RIVES	**Plan / Basis:**	BENTLEY BID SET 08/13/2025

ALLOWANCES

The following allowances have been **INCLUDED** in our estimate. An allowance is included for certain cost items whose exact values may vary due to incomplete design, owner, governmental authority, or other decisions outside the Contractor's control. Upon the completion of these items, the Contractor shall provide an accounting of the actual costs incurred to complete this work and the Contractor will be granted a change order adjusting the contract amount to reflect the actual cost. All allowances are inclusive of material, freight, taxes, labor, equipment, and subcontractor mark-up unless noted otherwise.

DIV	Description	Amount
0143	Additional testing services for re-testing and other miscellaneous tests required	$500
2600	Empty electrical conduit if needed for future pavilion lighting and/or power	$5,000
3200	Irrigation sleeves if needed for future irrigation piping	$2,500
9000	Temporary project signage	$2,000
9900	Contingency	$50,000
	TOTAL ALLOWANCES	**$60,000**

CONTINGENCY NOTE

This estimate includes a contractor contingency. This contingency shall be allocated towards additional project costs due to changes such as, but not limited to, items related to means and methods of construction, errors, deficiencies and/or omissions in the contract documents and/or pricing that are subsequently determined necessary for a complete and functional project or issues that in the contractor's judgment are advantageous to the project. The contingency is the contractor's fund and will be applied at the contractor's discretion with the best interest of the project in mind. The contingency does not include extra scope added by Owner, Architect, and governmental and utility company authorities. The contingency may be reduced as the design is refined, and once construction is underway, will be monitored by Owner and contractor and drawn upon with the normal pay requests.

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ITEMIZED GMP

COLLAGE

PHASE 1A - GUARANTEED MAXIUM PRICE

SITEWORK & PAVILIONS

PROJECT: **ROSENWALD - PHASE 1A**
LOCATION: **ALTAMONTE SPRINGS, FL**
ACRES: **2.2**
ARCHITECT: **BENTLEY**
ESTIMATOR: **B. RIVES**
DATE/REVISION: **10/14/2025**

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	NOTES / DIV TOTAL
0105-SURVEYING					**$ 8,400**
CONTROL POINTS AND PAVILION CORNERS	16	HR	*240.00*	***$3,840***	ALLEN - 3 MAN CREW
RE-SURVEY / SURVEY VERIFICATION	24	HR	*190.00*	***$4,560***	ALLEN - 2 MAN CREW
0143-TESTING SERVICES					**$ 1,777**
SOILS & CONCRETE TESTING	27	EA	*65.81*	***$1,777***	UNIVERSAL ENGINEERING
RE-TESTING / MISC TESTS	1	LS		$0	SEE ALLOWANCES
0300-CONCRETE					**$ 70,586**
CONCRETE PAVILION PADS & SIDEWALKS	5,400	SF	*13.07*	***$70,586***	PRECISION CONCRETE
0514-PAVILIONS					**$ 95,351**
PAVILIONS - MATERIAL PURCHASE	800	SF	*78.74*	***$62,988***	RCP SHELTERS
PAVILIONS - INSTALLATION	800	SF	*40.45*	***$32,363***	AL BOSGRAAF & SONS
1014-SIGNAGE					**$ 22,325**
REFURBISH EXISTING MONUMENT SIGN	1	EA	*8,288.00*	***$8,288***	WHITE SIGN
PRECAST BASE & RESTORE PLAQUES	2	EA	*7,018.50*	***$14,037***	WHITE SIGN
2600-ELECTRICAL					**$ -**
EMPTY ELECTRICAL CONDUIT ALLOWANCE	1	LS	0.00	$0	SEE ALLOWANCES
3200-SITEWORK					**$ 223,195**
SITE SUPERVISION, MOT, MOBILIZATION	1	LS	*33,977.00*	***$33,977***	RED FOX
EROSION CONTROL	2.2	AC	*10,588.26*	***$23,335***	RED FOX
CLEARING & DEMO	96,000	SF	*0.28*	***$26,588***	RED FOX
EARTHWORK / GRADING	2,667	CY	*29.86*	***$79,632***	RED FOX
STORM DRAINAGE	23	LF	*507.09*	***$11,663***	RED FOX
BAHIA SOD	80,000	SF	*0.60*	***$48,000***	RED FOX
IRRIGATION SLEEVES	1	LS	0.00	$0	SEE ALLOWANCES
IRRIGATION SYSTEM	0	LS	0.00	$0	EXCLUDED
CONCRETE SIDEWALKS	0	XX	0.00	$0	IN CONCRETE ABOVE
WATER & FIRE SYSTEM	0	LS	0.00	$0	N/A
SANITARY & LIFT STATION	0	LS	0.00	$0	N/A
UTILITIES TO PROPERTY LINE	0	LS	0.00	$0	N/A
3220-SITE FURNISHINGS					**$ 17,997**
OUTDOOR TABLES - MATERIAL PURCHASE	8	EA	*1,129.50*	***$9,036***	WABASH VALLEY
TRASH RECEPTACLES - MATERIAL PURCHASE	2	EA	*496.00*	***$992***	WABASH VALLEY
FREIGHT	10	EA	*200.50*	***$2,005***	WABASH VALLEY
TAX	7.0	%		$842	
TABLES & TRASH RECEPTACLES - INSTALLATION	10	EA	*512.20*	***$5,122***	AL BOSGRAAF & SONS
TOTAL SITEWORK & PAVILIONS				**$ 439,631**	

TEMPORARY CONSTRUCTION MEASURES

PROJECT: **ROSENWALD - PHASE 1A**
LOCATION: **ALTAMONTE SPRINGS, FL**
ACRES: **2.2**
ARCHITECT: **BENTLEY**
ESTIMATOR: **B. RIVES**
DATE: **10/14/2025**
VERSION: **REV 5**
PLANS / BASIS: **BENTLEY BID SET 08/13/2025**

SCHEDULE	DURATION (MONTHS)
CONSTRUCTION TIME	3.0
TRAILER NEEDED	3.0
GR MONTHLY COST:	$19,535

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	NOTES / DIV TOTAL
SITE CONSTRUCTION OFFICE					**$ 8,000**
SITE CONSTRUCTION OFFICE	3.0	MO	2,500.00	7,500	
OFFICE FURNITURE	1	EA	500.00	500	
TEMP TOILETS & UTILITIES					**$ 6,030**
UTILITY CONNECTIONS	1	EA	2,500.00	2,500	
TEMPORARY ELECTRIC -- COLLAGE TRAILER	3.0	MO	175.00	525	
TEMPORARY WATER	3.0	MO	85.00	255	
WATER METER	1	EA	500.00	500	
CONSTRUCTION RESTROOMS	3.0	MO	250.00	750	
HOLDING TANK @ SITE OFFICE	3.0	MO	350.00	1,050	
INTERNET @ SITE OFFICE	3.0	MO	150.00	450	
CLEAN-UP & DUMPSTERS					**$ 11,000**
DUMPSTERS	10	EA	500.00	5,000	
TEMPORARY LABOR	1	LS	3,500.00	3,500	
SITE CLEANING	1	LS	2,500.00	2,500	
TRAFFIC CONTROL & SITE FENCING					**$ 27,036**
CONSTRUCTION FENCE/SCREEN	1,878	LF	*8.61*	***16,176***	Smith Fence
PURCHASE WIND SCREEN FOR FENCE	352	LF	5.00	1,760	Wind Screen only along Merritt St.
FENCE RELOCATIONS	1	LS	1,500.00	1,500	
FIRE EXTINGUISHERS	2	EA	150.00	300	
MISC. TOOLS & SUPPLIES	3.0	MO	250.00	750	
SAFETY	1	LS	750.00	750	
SECURITY CAMERAS	3	MO	1,250.00	3,750	
SAFETY AUDITS	3	EA	350.00	1,050	
TRAFFIC CONTROL DEVICES	1	EA	1,000.00	1,000	
PROJECT DOCUMENTATION					**$ 6,540**
DESIGN DOCUMENT REPRODUCTION	1	EA	500.00	500	
PROCORE CHARGES	0.22	%	700,000	1,540	
PROJECT SCHEDULING SOFTWARE	3.0	MO	1,500.00	4,500	
TEMPORARY CONSTRUCTION TOTAL				**$ 58,606**	

4

CLARIFICATIONS

COLLAGE

PHASE 1A - GUARANTEED MAXIUM PRICE

CLARIFICATIONS, ASSUMPTIONS, & EXCLUSIONS

Project:	ROSENWALD - PHASE 1A	**Area:**	2.20 AC
Location:	ALTAMONTE SPRINGS, FL	**Date:**	10/14/2025
Architect:	BENTLEY	**Version:**	REV 5
Estimator:	B. RIVES	**Plan / Basis:**	BENTLEY BID SET 08/13/2025

CLARIFICATIONS & ASSUMPTIONS

The following is a list of clarifications regarding the estimate scope of work. Where conflicts exist between these clarifications and the documents, these clarifications shall take precedence. The GMP is based upon the Issued for Bidding and Permitting plans from Bentley Group dated 08/13/2025. We include only the Phase 1A scope.

DIVISION 1 INDIRECT WORK

a. Pricing is valid for 30 days
b. We include Builder's Risk Insurance but we exclude cost of deductibles. The maxiumum deductible would be for a named storm which is 2.0% of the total loss.
c. We include a Payment & Performance Bond.
d. We include materials testing.
e. We include permit fees.

f. We exclude threshold inspection services and third party building inspection services.
g. We exclude impact fees.
h. We exclude Utility Company fees to bring power, water, internet, natural gas, etc. to the site.
i. We exclude Davis-Bacon wage requirements (none noted).
j. We exclude "Buy American" clauses (none noted).
k. We exclude permanent power charges. We include temporary power charges only as needed for construction.

DIVISION 3: CONCRETE

a. We include the concrete pavilion pads.
b. We include concrete sidewalks.

DIVISION 4: MASONRY

a. N/A

DIVISION 5: METALS

a. We include three pavilions manufactured by RCP Shelters. The pavilions include powder-coated tube steel, factory stained roof deck & fascia, and standing seam metal roofing.

DIVISION 6: WOOD AND PLASTICS

a. N/A

DIVISION 7: THERMAL AND MOISTURE PROTECTION

a. N/A

DIVISION 8: DOORS AND WINDOWS

a. N/A

DIVISION 9: FINISHES

a. N/A

DIVISION 10: SPECIALTIES

a. We include refurbishing the existing monument sign.
b. We include cleaning the existing historical plaques and installing them on new precast concrete pedestals.

DIVISION 11, 12, 13: EQUIPMENT, FURNISHINGS, SPECIAL CONSTRUCTION

a. N/A

COLLAGE

PHASE 1A - GUARANTEED MAXIUM PRICE

CLARIFICATIONS, ASSUMPTIONS, & EXCLUSIONS

Project:	ROSENWALD - PHASE 1A	**Area:**	2.20 AC
Location:	ALTAMONTE SPRINGS, FL	**Date:**	10/14/2025
Architect:	BENTLEY	**Version:**	REV 5
Estimator:	B. RIVES	**Plan / Basis:**	BENTLEY BID SET 08/13/2025

DIVISION 14: CONVEYING SYSTEMS

a. N/A

DIVISION 21: FIRE SUPPRESSION

a. N/A

DIVISION 22: PLUMBING

a. N/A

DIVISION 23: HEATING VENTILATING AND AIR CONDITIONING (HVAC)

a. N/A

DIVISION 26, 27 & 28: ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY AND SECURITY

a. We include electrical conduits as noted in the allowances.

b. We exclude site power & lighting (None shown).

DIVISION 31, 32 & 33: EARTHWORK, EXTERIOR IMPROVEMENTS, UTILITIES

a. We include erosion control and asphalt demolition.

b. We include grading cut to fill and importing fill as needed to provide the grades shown on the civil plans. Any excess soil will be stockpiled on the phase 2 site.

c. We include Bahia sod on the majority of the Phase 1A site; approximately 80,000 square feet of sod.

d. We include storm piping and mitered end sections under the new sidewalk between the two swales.

e. We include Signature Style tables and benches from Wabash Valley as directed by Catalyst Design Group. The specified Camden Style is no longer available.

f. We include two (2) Signature Diamond trash receptacles from Wabash Valley as directed by Catalyst Design Group. No specs or quantities were provided on the plans.

g. We exclude site domestic water, site fire water, and site sanitary (None shown).

h. We exclude irrigation systems (None shown).

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PROJECT SCHEDULE

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

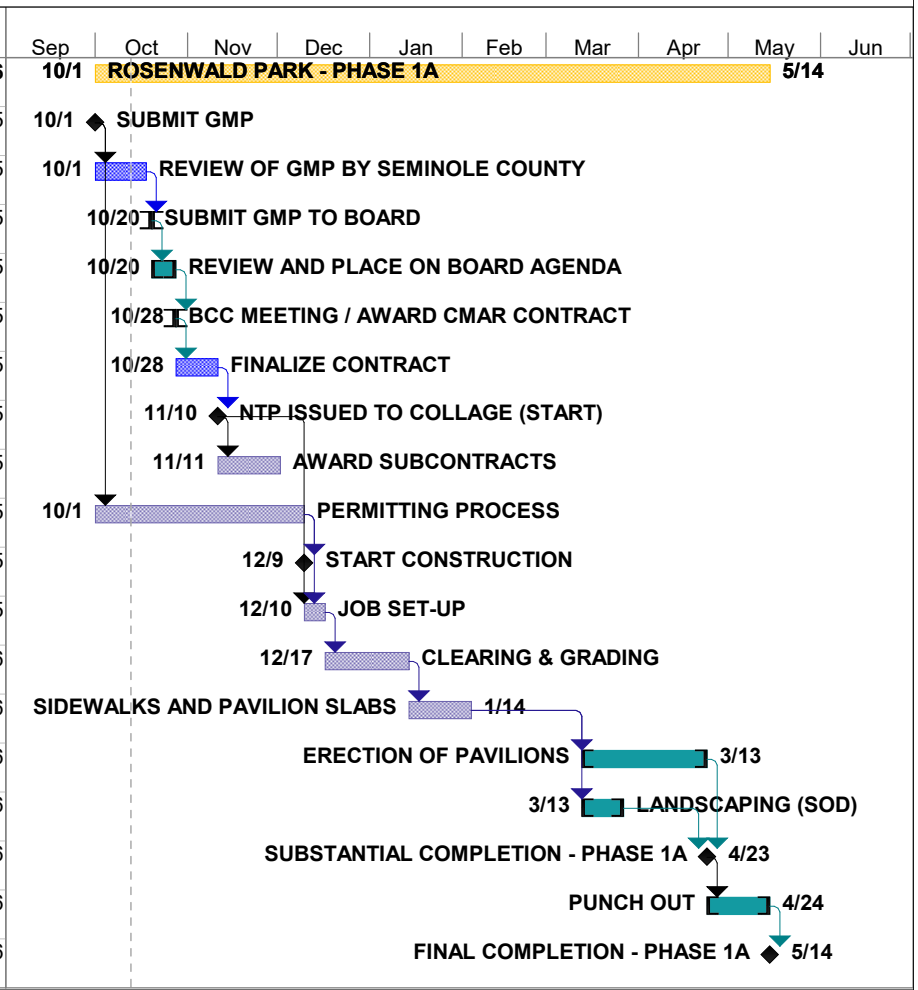
CONSTRUCTION MANAGER AT RISK (CMAR)

ROSENWALD COMMUNITY PROPERTY DEVELOPMENT

Project Schedule - PHASE 1A

October 1, 2025

ID	Task Name	Duration	Start	Finish
1	**ROSENWALD PARK - PHASE 1A**	**162 days**	**Wed 10/1/25**	**Thu 5/14/26**
2	SUBMIT GMP	0 days	Wed 10/1/25	Wed 10/1/25
3	REVIEW OF GMP BY SEMINOLE COUNTY	13 days	Wed 10/1/25	Fri 10/17/25
4	SUBMIT GMP TO BOARD	0 days	Mon 10/20/25	Mon 10/20/25
5	REVIEW AND PLACE ON BOARD AGENDA	6 days	Mon 10/20/25	Mon 10/27/25
6	BCC MEETING / AWARD CMAR CONTRACT	0 days	Tue 10/28/25	Tue 10/28/25
7	FINALIZE CONTRACT	10 days	Tue 10/28/25	Mon 11/10/25
8	**NTP ISSUED TO COLLAGE (START)**	0 days	Mon 11/10/25	Mon 11/10/25
9	AWARD SUBCONTRACTS	15 days	Tue 11/11/25	Mon 12/1/25
10	PERMITTING PROCESS	50 days	Wed 10/1/25	Tue 12/9/25
11	START CONSTRUCTION	0 days	Tue 12/9/25	Tue 12/9/25
12	JOB SET-UP	5 days	Wed 12/10/25	Tue 12/16/25
13	CLEARING & GRADING	20 days	Wed 12/17/25	Tue 1/13/26
14	SIDEWALKS AND PAVILION SLABS	15 days	Wed 1/14/26	Tue 2/3/26
15	ERECTION OF PAVILIONS	30 days	Fri 3/13/26	Thu 4/23/26
16	LANDSCAPING (SOD)	10 days	Fri 3/13/26	Thu 3/26/26
17	SUBSTANTIAL COMPLETION - PHASE 1A	0 days	Thu 4/23/26	Thu 4/23/26
18	PUNCH OUT	15 days	Fri 4/24/26	Thu 5/14/26
19	**FINAL COMPLETION - PHASE 1A**	0 days	Thu 5/14/26	Thu 5/14/26



Project: PS-6230-24/HSM
Date: October 1, 2025

Task	External Milestone	Manual Summary Rollup	
Split	Inactive Task	Manual Summary	
Milestone	Inactive Milestone	Start-only	
Summary	Inactive Summary	Finish-only	
Project Summary	Manual Task	Progress	
External Tasks	Duration-only	Deadline	

6

LIST OF SOLICITED SUBCONTRACTORS

COLLAGE

6666283 - Seminole Co Rosenwald Com Ctr Phase 1A Pavilions - The Collage Companies

01050-C Surveying

6 — 5 — 1

Standing	Company	Contact	Email	City	ST	Phone	Call
Will bid	ALLEN & COMPANY, INC.	Helene Reiver	hreiver@allen-company.com	WINTER GARDEN	FL	(610) 745-3390	AI
Won't bid	Carnahan Proctor and Cross	Paul Campbell	pcampbell@cpc-eng.com	Orlando	FL	(407) 960-5980	
Won't bid	Dale Stockstill & Associates	Rebekah Light	rebekah@dalestockstill.com	Orlando	FL	(601) 798-2326	
Won't bid	John B. Webb & Associates, Inc.	Jacqueline Webb	estimating@webbengr.com	Winter Park	FL	(407) 622-9322	
Won't bid	Leading Edge Land Services, Inc.	Karol Hofius	khofius@leadingedgels.com	Orlando	FL	(407) 351-6730	
Won't bid	Southeastern Surveying - Orlando	Jim Dunn	jdunn@southeasternsurveying.com	Orlando	FL	(407) 292-8580	

01310-C Plan Rooms

8 — 8

Standing	Company	Contact	Email	City	ST	Phone	Call
No Response	BidClerk	Bidclerk Planroom	private@bidclerk.com				
No Response	Builders Exchange and Reprographics	seth kenney	repro@bxrepro.com	Daytona Beach	FL	(386) 253-7888	
No Response	Building Connected	Planroom Reporter	team@buildingconnected.com				
No Response	Construct Connect	Maria Thurman	maria.thurman@constructconnect.com			(689) 204-1393	
No Response	ConstructConnect - Content	David Eaton	david.eaton@constructconnect.com	Cincinnati	OH	(555) 555-5555	
No Response	Construction Journal	Barbara Muehlbauer	barbaram@thecj.com			(800) 785-5165	
No Response	McGraw-Hill Construction/Dodge Reports	Diane Johnson	diane.johnson@construction.com			(844) 326-3826	
No Response	Mid State Builder's Exchange	Hugh McNichols	hugh@bxplanroom.com			(352) 351-5292	

01430-C Material Testing & Inspections

7 — 5 — 2

Standing	Company	Contact	Email	City	ST	Phone	Call
Won't bid	Carnahan Proctor and Cross	Donna Hagedorn	DHagedorn@cpc-eng.com	Orlando	FL	(407) 960-5980	
Will bid	Deatrick Engineering Associates	Estimating Department	estimating@dea-eng.net	Orlando	FL	(407) 851-9776	
Won't bid	ECS	Matt McLeer	mmcleer@ecslimited.com	Orlando	FL	(386) 795-7065	
Won't bid	Geo-Technology Associates, Inc.	Gautham Pillappa	gpillappa@gtaeng.com	Orlando	FL	(321) 482-4239	
Won't bid	INTERTEK-PSI	Charles Woerner	charles.woerner@psiusa.com	Orlando	FL	(407) 304-5560	
Won't bid	Terracon (Orlando)	Josh Nolin	josh.nolin@terracon.com	Winter Park	FL	(407) 740-6110	
Will bid	Universal Engineering Sciences, Inc.	Terri DeGross	tdegross@teamues.com	Orlando	FL	(407) 423-0504	

015225-C Temporary Fence

6 — 4 — 2

Standing	Company	Contact	Email	City	ST	Phone	Call
Won't bid	Aabot Fence, LLC	Elske Palmer	elske@aabotfence.com	Orlando	FL	(407) 207-4401	
Won't bid	All-Rite Fence Services, Inc.	Toby Sambueno	toby@allritefence.com	Orlando	FL	(407) 295-7093	
Won't bid	Ball Fabrics	Joe Jansen	joe@ballfabrics.com	Deland	FL	(386) 740-7212	
Won't bid	Chapco Fence	JASON JUNNILA	chapcofence@aol.com	ST CLOUD	FL	(407) 892-6447	
Will bid	National Construction Rentals	Patricia Nelson	pnelson@rentnational.com	Orlando	FL	(407) 381-2727	AI
Will bid	Smith Fence Company	Rob Luke	rluke@smithfence.com	Clearwater	FL	(407) 557-4001	

03000-C Concrete

10 — 6 — 4

Standing	Company	Contact	Email	City	ST	Phone	Call
Won't bid	Dean Construction Group, Inc.	Paul Dean	PDean@deanconstructiongroup.com	Orlando	FL	(407) 277-9900	
Won't bid	Edwards Concrete Co.	Ken Breeding	ken@edwardsbomanite.com		FL	(407) 625-8461	
Will bid	Frann Construction, Inc.	Estimating Department	info@frannconstruction.com	Apopka	FL	(407) 630-0531	
Won't bid	Goss Foundations, Inc.	Kevin Kaviani	estimating@gossfoundations.com		FL	(407) 831-1690	
Won't bid	Legomatic Construction, LLC	Damien Dross	ddross@legomaticconstruction.com	Brooksville	FL	(352) 593-4532	
Won't bid	Leos Concrete Specialties	Jamie Williams	jamie@leos-concrete.com		FL	(321) 467-8343	
Will bid	Precision Concrete and Construction	Nikki Barney	nikkibarney@playlsi.com	Delano	MN	(763) 972-5200	AI
Won't bid	Site Solutions of Central Florida, Inc.	Tina Sopp	tina@sitesolutionscfl.com	Apopka	FL		
Will bid	Structural Construction of Orlando	Jim Courtney Jr.	strucon12@aol.com	Oviedo	FL	(321) 231-9508	
Will bid	Wells Brothers Construction Co., Inc.	David Wells	wellsbrothers@bellsouth.net	Palm City	FL	(772) 220-6001	

10140-C Signage

5 — 1 — 4

Standing	Company	Contact	Email	City	ST	Phone	Call

Will bid	Don Bell Signs, LLC	Mandy Moore	mmoore@donbellsigns.com	Port Orange	FL	(800) 824-0080	AI
Will bid	Fast Signs	Beth Wiles	beth.wiles@fastsigns.com	Sanford	FL		
Won't bid	Signco Architectural Signage Corp.	Therese Smyntek	sales@signcomedia.com	Apopka	FL	(386) 740-8344	DI
Will bid	Suncoast Ventures II, LLC dba Magee Signs	Kenneth (Ken) Soday	ksoday@mageesigns.com	Cape Coral	FL	(407) 509-9234	AI
Will bid	White Sign Company, LLC	Jonathan Mahadeo	awnings@whitesigncompany.com	Debary	FL		AI

10730-C Pavilion Fabrication — **1** — 1

Standing	Company	Contact	Email	City	ST	Phone	Call
Will bid	RCP Shelters, Inc.	Bo Ritter	bo@rcpshelters.com	Stuart	FL	(772) 288-3600	AI

10735-C Pavilion Installation — **2** — 2

Standing	Company	Contact	Email	City	ST	Phone	Call
Will bid	Al Bosgraaf & Sons, Inc.	Gerald Bosgraaf	albandsons@gmail.com	OSTEEN	FL	(407) 402-8497	AI
Will bid	Patriot Team South	Blake Miller	bmiller@patriot-team.com		FL		AI

320000-C Sitework/Utilities/Asphalt Paving — **56** — 49 — 7

Standing	Company	Contact	Email	City	ST	Phone	Call
Won't bid	4C's Trucking & Excavation, Inc.	Chelsea Barney	chelsea@4csconstruction.com	Bunnell	FL	(386) 437-1257	LM
Won't bid	ACM Development LLC	Alberto Luna	estimating@acmdev.net	Winter Garden	FL	(321) 624-3256	
Won't bid	AEG Environmental Services, Corp.	Marcus Webb	info@aeglandclear.com	Apopka	FL	(407) 949-7558	
Will bid	All Terrain Tractor Service, Inc.	Ron Massa	ron@allterraintractorservice.com	Sanford	FL	(386) 218-6969	AI
Won't bid	APL SITE DEVELOPMENT, LLC	Leonardo Antunes	leo@aplsitedevelopment.com	ORLANDO	FL	(407) 440-8027	LM
Won't bid	Assured Excavating Inc.	Reid Kessel	reid@assuredexcavatinginc.com		FL		NA
Won't bid	Atlantic Site Development	John Levandoski	asd@atlsitedev.com	Leesburg	FL	(352) 787-7881	
Won't bid	AWP Site Development	Logan Thompson	logan@awpsitedevelopment.com		FL	(407) 421-0450	
Won't bid	Bill Gregory Excavating	David Adams	davida@bgexcavating.com	Oxford	FL	(352) 748-2781	
Won't bid	Brockman Site Development	Matt Groover	estimator@brockmansite.com		FL	(407) 971-6948	
Won't bid	CCC Site Development, LLC	Priscila Bertozo Aleyo	priscila.b@cccsited.com	Orlando	FL	(407) 930-3010	NA
Will bid	Cook Construction Co. Inc.	Stephen McLeod	stephen@cookcc.com	Plant City	FL	(813) 719-1203	
Won't bid	Cronin Construction	Brittany Lowe	brittany@croninforsitework.com	Altamonte Springs	FL	(407) 339-5120	
Will bid	Downer Site Services	Dustin X	downersiteservices@gmail.com			(386) 878-3253	
Won't bid	Earth Tech Services Co	Mike Waldron	Mike@earthtechservices.net	Port Richey	FL	(727) 846-9525	
Won't bid	Earth Trades of Central Florida	Todd Henderson	todd@earthtrades.com	Orlando	FL	(407) 399-4959	NA
Won't bid	East Coast Site Development LLC	Randall McConnell	estimating@eastcoastsite.com	Orlando	FL	(407) 493-9871	
Won't bid	Eden Site Development, Inc	Jerry Sell	jerry@edensitedevelopment.com	Longwood	FL	(407) 265-1113	DI
Won't bid	Foshee Construction Co., Inc.	JIM VANLANDEGEND	jimv@fosheeconstruction.com	Minneola	FL	(352) 394-7211	
Will bid	G & G of Central Florida	George Griffin	gandgofcfl@aol.com	Geneva	FL	(321) 377-0183	
Won't bid	G & V TRUCKING & EXCAVATING, INC.	Rajpatie Mahadan	gvtruckexcinc@bellsouth.net	Orlando	FL	(407) 467-6621	
Won't bid	GARCIA CIVIL CONTRACTORS, LLC	Eduardo Garcia	eddy@garciacivil.com	ORLANDO	FL	(407) 580-6051	
Won't bid	Hall Company, Inc.	Dave Morrison	dave@hallcompanyinc.com	Winter Springs	FL	(407) 327-4930	UN
Won't bid	Harty Tractor Service, Inc.	Thaine Harty	thaine@hartytractor.com	Orange City	FL	(386) 775-1005	
Won't bid	Hubbard Construction Company	Jon Ritchey	jon.ritchey@hubbard.com	Winter Park	FL	(407) 623-3825	
Won't bid	J.D. Weber Construction Co.	Joseph Weber	joesr@jdweberconstruction.com	Ormond Beach	FL	(386) 671-2727	
Won't bid	JCB Construction, Inc.	BRIAN BUTLER	bbutler@jcbcon.net	Orlando	FL	(407) 425-9880	NA
Won't bid	Jimmy Hickman Excavating	Konnor Urban	konnor@jhellc.net	Kissimmee	FL	(407) 957-0535	DI
Won't bid	JMHC Inc.	James Lang	jlang@jmhc.com		FL	(407) 865-7600	
Won't bid	Jon M Hall Company	Jason Torres	jtorres@jonmhallcompany.com	Longwood	FL	(407) 215-0410	NA
Won't bid	Jr. Davis Construction	Tyson Snyder	Tyson.snyder@jr-davis.com	Kissimmee	FL	(407) 870-0066	
Won't bid	KCF Site Development	Mike Wagers	mike@kcfsite.com	Melbourne	FL	(321) 253-5556	
Won't bid	Lundquist Excavating, Inc.	Tim Lundquist	Tim@LundquistExc.com	Kissimmee	FL	(407) 847-9419	
Won't bid	Mack Contracting, LLC	Lawrence Mack	Lawrence@mackcontracting.com	Orlando	FL	(352) 816-0111	
Won't bid	Mercon Construction Co.	Mehrdad Moradi	mmoradi@merconconstruction.com	oviedo	FL	(407) 260-6710	NA
Won't bid	Orlando Construction LLC	John Rivera	john@orlandoconstructionllc.com	Orlando	FL	(407) 897-4041	LM
Won't bid	Orlando Driveway	Kevin Fulgham	kevinf@orlandodriveway.com			(407) 271-8966	
Won't bid	Paquette Company (PAQCO, Inc.)	Fay Paquette	fay@paqcoinc.com	Leesburg	FL	(352) 365-0006	
Won't bid	Plateau Excavation Inc.	Keith Scarbrough	kscarbrough@plateauexcavation.com	Winter Garden	FL	(407) 656-1799	
Won't bid	Prestige Civil Contractors, Inc.	James (Jim) Hanusek	jimh@prestigecivilcontractors.com	Winter Park	FL	(407) 381-8181	

Won't bid	Prime Construction Group	Chase Brackett	cbrackett@primeconstructiongroup.com	Orlando	FL	(407) 856-8180	
Won't bid	Providence Construction & Development Company	Tim Dennard	tdennard@providence-construction.com	Longwood	FL	(321) 403-7992	UN
Won't bid	RCS Construction Company, Inc.	Jody Bass	jody@rcsconstructionco.com	Clermont	FL	(352) 394-1717	
Will bid	Red Fox Trucking	Bonnie Cooper	boncoop73@gmail.com	Oviedo	FL	(407) 365-1780	AI
Won't bid	SDC Site Development	Tom McNamara	tom@sdcfl.com	Chuluota	FL	(407) 977-9898	
Will bid	Sunshine State Civil Work, LLC	Chun Li Peng	johnny@sunshinestatecivilworks.com	Orlando	FL	(407) 371-9977	
Won't bid	Tanderen Company	Steve Renner	srenner@tanderen.com	Orlando	FL	(407) 470-7019	
Won't bid	Terry Roberts Site Work, Inc.	Terry Roberts	tr@trsitework.net		FL		
Won't bid	The Briar Team	Billy Hackett	BHackett@BriarTeam.com	Sanford	FL	(407) 321-2773	
Won't bid	Tomoka Construction Services, Inc.	Kyle Hall	kyle@tomokaconstruction.com	Ormond Beach	FL	(386) 274-3120	
Will bid	Tropic Trax	Pierce Burns	Pierce@tropictrax.com			(321) 527-6480	
Won't bid	Tucker Paving, Inc.	Rick Allen	rallen@tuckerpaving.com	Winter Haven	FL	(863) 299-2262	
Won't bid	Valencia Construction Group, Inc.	Vishaan Lutchman	info@valenciacc.us	WINTER GARDEN	FL	(407) 614-5870	NA
Won't bid	WD Site Development	Nelson Duarte	wdestimating@yahoo.com	Saint Cloud	FL	(407) 810-3313	
Won't bid	WHITE'S SITE DEVELOPMENT, INC.	Evan Shelley	estimating@whites-site.com	Sanford	FL	(407) 302-1549	UN
Won't bid	WILLIAMS EARTHWORK, INC.	Latoyia Williams	williamsearthwork@gmail.com	Sanford	FL	(407) 915-6079	LM

32200-C Site Furniture **7** 4 3

Standing	Company	Contact	Email	City	ST	Phone	Call
Will bid	Al Bosgraaf & Sons, Inc.	Gerald Bosgraaf	albandsons@gmail.com	OSTEEN	FL	(407) 402-8497	AI
Won't bid	Landscape Forms	Kellie Moore	kmoore@landscapeforms.com	Winter Park	FL	(407) 754-6214	
Will bid	PlayPower	Tess Folk	tess.folk@playpower.com	Huntersville	NC	(704) 949-1600	AI
Won't bid	Prime Recreational Solutions, LLC	William Johnson	william@primerecreational.com	Orange Park	FL	(904) 716-7789	
Won't bid	Pro Playgrounds	Jeff Caldwell	jcaldwell@proplaygrounds.com	Tallahassee	FL	(850) 510-5286	DI
Will bid	RCP Shelters, Inc.	Bo Ritter	bo@rcpshelters.com	Stuart	FL	(772) 288-3600	AI
Won't bid	Site Horizons, LLC	Ebba Bowen	ebbabowen@cfl.rr.com	Winter Garden	FL	(407) 637-9385	

32900-C Landscape & Irrigation **12** 11 1

Standing	Company	Contact	Email	City	ST	Phone	Call
Won't bid	A Cut Above Landscape & Irrigation	Sonia Almanza	sonia@acalandscape.net	Loxahatchee	FL	(561) 795-1995	
Won't bid	BrightView Landscape Development	Melissa Pelleymounter	melissa.pelleymounter@brightview.com		FL	(407) 290-6542	
Won't bid	Dobson's Woods & Water Inc.	Lee Dobson	Lee@dobsonsww.com	Ocoee	FL	(407) 841-0030	
Won't bid	Down To Earth Landscape & Irrigation	Kayla Lujan	kayla.seil@down2earthinc.com	Maitland	FL	(941) 315-3629	
Won't bid	Earth Touch Lawn and Landscape, LLC	Nicholas (Nick) J Florio	nflorio1@earthtouchlawns.com	Oviedo	FL	(407) 971-0610	
Won't bid	Garth Schweizer & Associates	Garth Mahanna	ryan@gsl.net	Sanford	FL	(407) 321-2280	
Won't bid	Grandview Landscaping	Suzanne Shuffitt	Suzanne@grandviewinc.com	Ocala	FL	(352) 694-9247	
Won't bid	Nature Coast	Donna McDaniel	donnanaturecoast@gmail.com	Spring Hill	FL	(772) 634-7931	
Will bid	Robertson's Landscaping	Megan Charlton	megan@robertsonlandscape.com	Cocoa	FL	(321) 422-3844	
Won't bid	Ruppert Landscape	Bethany Roll	broll@ruppertcompanies.com		FL	(689) 710-5975	
Won't bid	Sterling Silver Scape & Sod, Inc.	Alice Capehart	estimating@sterlingsilverlandscaping.com	Kissimmee	FL	(407) 846-3225	
Won't bid	United Land Services	Scott Keller	skeller@unitedlandservices.com	Orlando	FL	(407) 948-7992	

------- UNASSIGNED **0**

Standing	Company	Contact	Email	City	ST	Phone	Call

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SUBCONTRACTOR BID TABS

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

SUBCONTRACTOR BID TABULATION

Seminole Co Rosenwald Com Ctr Phase 1A

10/01/25

					AMOUNT IN CURRENT GMP						*Price Valid Only if Awarded Site Package*		*Price Valid Only if Awarded Site Package*		*Price Valid Only if Awarded Site Package*		*Price Valid Only if Awarded Site Package*			
					Sidewalks & Pavilion Concrete		*Sidewalks & Pavilion Concrete*		*Sidewalks & Pavilion Concrete*		*Sidewalks & Pavilion Concrete*		*Sidewalks & Pavilion Concrete*		*Sidewalks Only*		*Sidewalks Only*		*Pavilion Concrete Only*	
SCOPE OF WORK					*Precision Concrete*		*Structural Construction of Orlando*		*Frann*		*Sunshine State Civil Works*		*Cook Construction*		*Redfox*		*All Terrain*		*Wells Brothers*	
Concrete					Nikki Mejia		Jim Courtney		Joe Griffin		John Peng		David Acker		Scott Feldman		Landon Massa		Chris Moser	
	Initial GMP Budget on 9/9/25				407-925-7873		321-231-9508		813-802-9824		407-509-5151		813-719-1203		407-365-1780		386-218-6969		772-971-1564	
	Qty	**UM**	**Unit Cost**	**Total**	info@precisionpaintandconstruction.com		strucon12@aol.com		joe@frannconstruction.com		johnny@sunshinestatecivilworks.com		david@cookcc.com		sfeldmanredfox@aol.com		estimating@allterraintractorservice.com		wellsbrothers@bellsouth.net	
Concrete Package				$0																
6" Concrete Sidewalks	4,600	SF	$15.00	$69,000		$ 45,281	✓	$ 25,400		$ 68,494	✓	$ 64,727	✓	$ 48,650	✓	$ 38,906	✓	$ 37,483	✗	***NO BID***
Concrete Pavilion Pads	800	SF	$57.50	$46,000		$ 25,305	✓	$ 45,600		$ 66,189	✓	In Above	✓	$ 35,200	✗	***NO BID***	✗	***NO BID***	✓	$ 45,157
				$0																
				$0																
Include Sales Tax				Included																
Bondable?				N/A																
TOTAL WITHOUT BOND				$115,000	**$**	**70,586**	**$**	**71,000**	**$**	**134,683**	**$**	**64,727**	**$**	**83,850**	**$**	**38,906**	**$**	**37,483**	**$**	**45,157**
Bond Rate				N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A
Bond Amount				0	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
GRAND TOTAL				**$115,000**	**$**	**70,586**	**$**	**71,000**	**$**	**134,683**	**$**	**64,727**	**$**	**83,850**	**$**	**38,906**	**$**	**37,483**	**$**	**45,157**

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

SUBCONTRACTOR BID TABULATION

Seminole Co Rosenwald Com Ctr Phase 1A

10/01/25

SCOPE OF WORK					AMOUNT IN CURRENT GMP		RCP Shelters		Al Bosgraaf & Sons		Wells Brothers	
Pavilions					COMBO		Bo Ritter		Gerald		Chris Moser	
	Initial GMP Budget on 9/9/25				RCP SHELTERS AND AL BOSGRAAF & SONS		800-525-0207		407-402-8495		772-971-1564	
	Qty	UM	Unit Cost	Total			bo@rcpshelters.com		albandsons@gmail.com		wellsbrothers@bellsouth.net	
Pavilion Materials	3	ea	$20,996	$62,988	✓	$ 62,988	✓	$ 62,988	✗	By Others	✗	By Others
Model #: TS-G2030-04-TG				$0	✓		✓		✗		✗	
Added accessories				$0	✓		✓		✗		✗	
Model #: TS-G1010-04				$0	✓		✓		✗		✗	
Sales Tax, Freight				$0	✓		✓		✗		✗	
				$0								
				$0								
Pavilion Installation				$0								
Erect Pavilions, Install Decking & Roofing	800	sf	$82.50	$66,000	✓	$ 32,363	✗	By Others	✓	$ 32,363	✓	
Install 20x30 Pavilion	1	ea			✓		✗		✓		✓	$ 25,761
Install 10x10 Pavilion	1	ea			✓		✗		✓		✓	$ 19,700
Install 10x10 Pavilion	1	ea			✓		✗		✓		✓	$ 19,700
Bondable?												
TOTAL WITHOUT BOND				$128,988	**$**	**95,351**	**$**	**62,988**	**$**	**32,363**	**$**	**65,161**
Bond Rate						N/A		N/A		N/A		N/A
Bond Amount				$0	$	-	$	-	$	-	$	-
GRAND TOTAL				**$128,988**	**$**	**95,351**	**$**	**62,988**	**$**	**32,363**	**$**	**65,161**

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

SUBCONTRACTOR BID TABULATION

Seminole Co Rosenwald Com Ctr Phase 1A

10/01/25

					AMOUNT IN CURRENT GMP					
SCOPE OF WORK					***White Sign Company***		***Signco Media***		***Company***	
Signage					**Jacob Pippin**		**Therese Smyntek**		**Contact**	
	Initial GMP Budget on 9/9/25				**407-878-3981**		**407-563-3800**		**Phone**	
	Qty	**UM**	**Unit Cost**	**Total**	estimates@whitesigncompany.com		sales@signcomedia.com		**Email**	
Signage Package				$0			✗	No Bid		
Refurbish Existing Monument Sign				$0	✓	$ 8,288				
Provide New Historical Plaques				$0	✓	$ 20,974				
Clean Existing Historical Plaques in lieu of New	2	EA	$500.00	$1,000	✓	$ (6,937)				
Furnish & Install Concrete Pads for Historical Markers	2	EA	$3,750.00	$7,500	✓	Included Above	✗	Can't provide concrete		
				$0						
				$0						
				$0						
				$0						
				$0						
				$0						
				$0						
				$0						
				$0						
Include Sales Tax				Included						
Bondable?										
TOTAL WITHOUT BOND				$8,500	**$**	**22,325**	**$**	**-**	**$**	**-**
Bond Rate						N/A		N/A		N/A
Bond Amount					$	-	$	-	$	-
GRAND TOTAL				**$8,500**	**$**	**22,325**	**$**	**-**	**$**	**-**

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

SUBCONTRACTOR BID TABULATION

Seminole Co Rosenwald Com Ctr Phase 1A

10/01/25

					INCOMPLETE BID		AMOUNT IN CURRENT GMP					
SCOPE OF WORK					***All Terrain***		***Redfox***		***Sunshine State Civil Works***		***Cook Construction***	
Site Work					**Landon Massa**		**Scott Feldman**		**John Peng**		**David Acker**	
	Initial GMP Budget on 9/9/25				**386-218-6969**		**407-365-1780**		**407-509-5151**		**813-719-1203**	
	Qty	**UM**	**Unit Cost**	**Total**	estimating@allterraintractorservice.com		sfeldmanredfox@aol.com		johnny@sunshinestatecivilworks.com		david@cookcc.com	
Site Contractor General Conditions					✓	$ 21,400	✓	$ 33,977	✓	$ 14,062	✓	$ 58,000
Supervision					✓		✓		✓		✓	
Surveying					✓		✓		✓		✓	
As-Builts					✓		✓		✓		✓	
Erosion Control & Environmental Protection				$30,450	✓	$ 18,778	✓	$ 23,335	✓	$ 84,769	✓	$ 178,250
Silt Fence, Turbidity Barrier, Construction Entrance					✓		✓		✓		✓	
Tree Protection					✓		✓		✓		✓	
SWPPP, permit, and monitoring					✗	*See Below*	✓		✓		✓	
Demolition, Clearing, & Grubbing				$60,775	✓	$ 27,120	✓	$ 26,588	✓		✓	$ 14,050
Demolition of Existing Asphalt					✓		✓		✓		✓	
Clearing and Grubbing					✓		✓		✓		✓	
Excavation, Backfill, & Grading				$63,325	✓	$ 29,078	✓	$ 79,632	✓	$ 173,392	✓	In Erosion Control
Gradding and Shaping (Incl. Swales)					✓		✓		✓		✓	
Cut to Fill					✓		✓		✓		✓	
Import Fill					✗	*See Below*	✓		✓		✓	
Sod												
Bahia Sod at Swales / Drainage	20,000	sf			✗	*See Below*	✓	$ 48,000	✓	In Grading	✓	$ 85,000
Bahia Sod Shown on Landscape Plans	23,662	sf		$15,380	✗	*See Below*	✓		✓	In Grading	✓	
Bahia Sod at Remaining Graded Areas	36,338	sf			✗	*See Below*	✓		✓	In Grading	✓	
Total Sod	80,000	sf										
Storm Drainage				$10,950	✓	$ 8,733	✓	$ 11,663	✓	$ 21,429	✓	$ 16,338
Mitered Ends					✓		✓		✓		✓	
12" X 18" HERCP Pipe					✓		✓		✓		✓	
Storm Grate @ Pond					✗		✓		✓		✓	
Site Concrete				In Concrete					✓	$ 64,727		
6" Concrete Sidewalks					✓	$ 37,483	✓	$ 38,906	✓		✓	$ 48,650
Concrete Pavilion Pads					✗	By Others	✗	By Others	✓		✓	$ 35,200
Include Sales Tax				Included								
Bondable?				Yes								
TOTAL WITHOUT BOND				$180,880	**$**	**142,592**	**$**	**262,101**	**$**	**358,379**	**$**	**435,488**
Bond Rate				N/A		N/A		N/A		N/A		N/A
Bond Amount				$ -	$	-	$	-	$	-	$	-
TOTAL				**$180,880**	**$**	**142,592**	**$**	**262,101**	**$**	**358,379**	**$**	**435,488**
Adjustments												
Delete Sidewalks if by Others				In Concrete	✓	$ (37,483)	✓	$ (38,906)	✓	$ (64,727)	✓	$ (48,650)
Delete Pavilion Slabs if by Others				In Concrete	✗	By Others	✗	By Others	✓	Included Above	✓	$ (35,200)
Add Allowance for Irrigation Sleeves				$2,500	✗	*$2,500*	✗	*$2,500*	✗	*$2,500*	✗	*$2,500*
SWPPP, permit, and monitoring				In Above	✗	*$13,500*	✓		✓		✓	
Include import of suitable fille (~1,700 cy)				In Above	✗	*$42,500*	✓		✓		✓	
Include all sod (~80,000 sf)				In Above	✗	*$60,000*	✓		✓		✓	
TOTAL INCLUDING ADJUSTMENTS				**$183,380**	**$**	**223,609**	**$**	**225,695**	**$**	**296,152**	**$**	**354,138**

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

SUBCONTRACTOR BID TABULATION

Seminole Co Rosenwald Com Ctr Phase 1A

10/01/25

					AMOUNT IN CURRENT GMP							
SCOPE OF WORK					*COMBO*		*Wabash Valley*		*Al Bosgraaf & Sons*		*Company*	
Site Furniture							**Tess Folk**		**Gerald**		**Contact**	
	Initial GMP Budget on 9/9/25				*WABASH VALLEY AND AL BOSGRAAF & SONS*		**214-206-1044**		**407-402-8495**		**Phone**	
	Qty	**UM**	**Unit Cost**	**Total**			Tess.Folk@playpower.com		albandsons@gmail.com		**Email**	
Site Furniture Material				$24,900	✓	$ 12,033	✓	$ 12,033	✗	By Others		
Tables with Benches - Standard	7	ea			✓		✓		✗			
Tables with Benches - ADA	1	ea			✓		✓		✗			
Trash Receptacles	2	ea			✓		✓		✗			
Freight					✓		✓		✗			
Sales Tax					✗	$ 842	✗	$ 842	✗			
Site Furniture Install				$1,950	✓	$ 5,122	✗	By Others	✓	$ 5,122		
Tables with Benches - Standard	7	ea			✓		✗		✓			
Tables with Benches - ADA	1	ea			✓		✗		✓			
Trash Receptacles	2	ea			✓		✗		✓			
Bondable?												
TOTAL WITHOUT BOND				$26,850	**$**	**17,997**	**$**	**12,875**	**$**	**5,122**	**$**	**-**
Bond Rate						N/A		N/A		N/A		N/A
Bond Amount				$0	$	-	$	-	$	-	$	-
GRAND TOTAL				**$26,850**	**$**	**17,997**	**$**	**12,875**	**$**	**5,122**	**$**	**-**

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PERSONNEL CHART

COLLAGE

OVERALL TEAM

OVERALL PROJECT MANAGER

Steve Pinyot #

Project Director

EXECUTIVE OVERSIGHT

Rob Maphis #

Project Executive

PRECONSTRUCTION TEAM

Ben Rives #

Director of Preconstruction

Keith Kolakowski #

Park & Rec Estimator

Mark Newman #

Procurement Manager

CONSTRUCTION MANAGEMENT TEAM

Joey Vicari #

Project Manager

Joe Vallese *

Project Superintendent

Ashley Cazeau *

Project Engineer

Susan Tulp #

Project Coordinator

EXPANDED RESOURCES

Jim Beusse #

Director of Operations

SPECIALTY CONSULTANTS

ORACLE PRIMAVERA P6

Jim McComb

Project Scheduler

ONSITE SAFETY CREATING SAFE SOLUTIONS

OnSite Safety

Safety Consultant

 # - Denotes Location in Lake Mary Office

*** - Denotes Location on Site**

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DOCUMENT LOG

ROSENWALD PHASE 1A
SITEWORK and PAVILIONS
10/01/2025

COLLAGE

DOCUMENT LOG			
Sheet No.	Sheet Name	Revision No.	Dated
AA-001	COVER SHEET		8/13/2025
AA-020	GENERAL NOTES & ABBREVIATIONS		8/13/2025
AA-101	ARCHITECTURAL SITE PLAN		8/13/2025
AA-110	LARGE PAVILION PLANS		8/13/2025
AA-111	SMAL PAVILION PLANS		8/13/2025
AS-001	GENERAL NOTES		8/15/2025
AS-002	WIND PRESSURE DIAGRAM		8/15/2025
AS-101	SLAB FOUNDATION PLAN		8/15/2025
AS-400	FOUNDATION DETAILS		8/15/2025
TS-001	TECHINICAL SPECIFICATIONS		8/13/2025
TS-002	TECHINICAL SPECIFICATIONS		8/13/2025
C1.0	COVER		Sep-25
C1.1	GENERAL NOTES		Sep-25
C2.0	STORM POLLUTION PROTECTION PLAN		Sep-25
C2.1	EXISTING CONDITIONS AND DEMOLITION PLAN		Sep-25
C3.1	SITE PLAN		Sep-25
C4.0	PAVING GRADING AND DRAINAGE PLAN		Sep-25
C4.1	PAVING GRADING AND DRAINAGE PLAN		Sep-25
C5.0	GENERAL DETAILS		Sep-25
L1.00	LANDSCAPE PLAN		9/8/2025
L2.00	LANDSCAPE NOTES, DETAILS & SCHEDULE		9/8/2025
L2.10	LANDSCAPE SPECIFICATIONS		9/8/2025
L2.11	LANDSCAPE SPECIFCATIONS		9/8/2025
L3.00	HARDSCAPE PLAN		9/8/2025
L4.00	HARDSCAPE NOTES, SYMBOLS & SCHEDULE		9/8/2025
L4.10	HARDSCAPE DETAILS		9/8/2025
	Preliminary Geotechnical Information for Phase 1A		9/26/2025

File Number: 2025-755

Title:

Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and Prospera in the amount of $60,000 for the purpose of providing bilingual assistance to entrepreneurs seeking to establish or expand their businesses in Seminole County. Countywide **(Gui Cunha, Office of Economic Development & Tourism Director)**

Division:

Office of Economic Development and Tourism - Economic Development

Authorized By:

Gui Cunha, Office of Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The Hispanic Business Initiative Fund, Inc., d/b/a Prospera (“Prospera”), is an economic development, Florida Not for Profit organization specializing in providing bilingual assistance to entrepreneurs trying to establish or expand their businesses.

Prospera empowers entrepreneurs through training, support, and resources so their businesses can grow and prosper. Prospera is able to serve entrepreneurs and the community, without charging for its services, thanks to investments in its mission by generous corporations, individuals, and government agencies.

A variety of economic development performance standards are outlined in the Agreement, all related to the goal of supporting Seminole County with diversification and expansion of the local economy.

Services provided by Prospera include:

- Providing bilingual business technical assistance to small businesses in Seminole County;
- Utilizing, whenever possible, Seminole County businesses as the subcontractor

for providing professional services to businesses in Seminole County;

- Providing an annual report which shall include, but not be limited to, recommendations relative to the continuing development and operation of Prospera;
- Providing quarterly reports which shall include, but not be limited to, Key Performance Indicators (KPIs), including the number of workshops delivered in Seminole County including location with topic and number of participants, number of one-on-one in-person coaching or mentoring sessions to Seminole County businesses, including business name, industry and jurisdiction of business, providing information pertinent to any other performance indicators such as loans marketed, jobs created and retained, and new business startups;
- Providing monthly web conferences with the Economic Development Team sharing information on some of the above-mentioned KPIs;
- Providing a verbal report annually to the Board of County Commissioners.

The funding request is $60,000 for FY2025/26. This amount has been budgeted within the County's Economic Development budget.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and Prospera in the amount of $60,000 for the purpose of providing bilingual assistance to entrepreneurs seeking to establish or expand their businesses in Seminole County.

SEMINOLE COUNTY/PROSPERA
ECONOMIC INCENTIVE PARTNERSHIPAGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____, 2025, by and between **SEMINOLE COUNTY,** hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the **HISPANIC BUSINESS INITIATIVE FUND, INC. (d/b/a PROSPERA)**, hereinafter "PROSPERA", a Florida Not for Profit Corporation, whose address is 3201 East Colonial Drive, Suite A20, Orlando, FL 32803, being collectively referred to as the "Parties".

W I TN ES S ET H:

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

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

WHEREAS, Seminole County recognizes the significant impact of small businesses on the local economy; and

WHEREAS, Prospera has been a cornerstone of entrepreneurship and economic development since its establishment in 1991, providing specialized bilingual assistance to entrepreneurs seeking to establish or expand their businesses in Florida; and

WHEREAS, Seminole County recognizes the vital role Prospera plays in fostering economic

growth and development within its borders by supporting small businesses located within the county through bilingual, culturally sensitive services, such as technical assistance, training, business consulting, and access to capital; and

WHEREAS, Prospera's commitment to empowering entrepreneurs aligns with the values of Seminole County, promoting opportunities for diverse business communities to thrive; and

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

WHEREAS, COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of COUNTY it is necessary, proper and desirable to enter into this Agreement with PROSPERA in order to enhance the economic development of Seminole County.

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

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

Section 2. Purpose. The purpose of this Agreement is for PROSPERA to provide the following services to COUNTY in the manner hereinafter set forth.

PROSPERA will leverage the resources and infrastructure in place at PROSPERA to aide in the development of companies located in Seminole County. This includes:

(a) Providing bilingual business technical assistance to small businesses in Seminole County;

(b) Utilizing whenever possible Seminole County businesses as the subcontractor for providing professional services to small businesses in Seminole County;

(c) Providing annual reports which shall include, but not be limited to, recommendations relative to the continuing development and operation of Prospera;

(d) Providing quarterly reports which shall include, but not be limited to, Key Performance Indicators, including number of workshops delivered in Seminole County including location with topic and number of participants, number of one-on-one in-person coaching or mentoring sessions to Seminole County businesses, including business name, industry and jurisdiction of business, providing information pertinent to any other performance indicators such as loans marketed, jobs created and retained, and new business startups;

(e) Providing monthly web conferences with the Economic Development Team sharing information on some of the above-mentioned Key Performance Indicators (KPIs); and

(f) Providing annually for each year this agreement is in effect, PROSPERA will provide a verbal report to the Board of County Commissioners.

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

Section 4. Billing and Payment. COUNTY hereby agrees to pay PROSPERA the sum of SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00) for all services provided hereunder by PROSPERA during the term of this Agreement. Said sum is payable in two installments as follows:

(a) Upon Execution of this Agreement, THIRTY THOUSAND AND NO/100 DOLLARS

($30,000.00); and

(b) On or before April 1, 2026, THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00).

Section 5. Term. This Agreement shall be effective from October 1, 2025, and shall remain in effect until September 30, 2026, with the compensation to PROSPERA to be limited to SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00) total.

Section 6. Reports. PROSPERA shall provide COUNTY with quarterly and annual reports regarding the KPI's.

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

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

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

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

Section 11. Public Records Law.

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

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

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

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

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

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

public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(d) IF PROSPERA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROSPERA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. First S t r e e t , SANFORD, FLORIDA 32771.

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

Section 12. Records and Audits.

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

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

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

Budget Line Item	FY26 Budget Categories	Budget Notes	Seminole County Funds	Total (October 2025-September 2026)	Percentage of total funds
1	Personnel	In house personnel – (including payroll taxes)	$41,600	$41,600	69%
2	Fringe Benefits	In house personnel – Fringe Benefits (approx. 24.18%)	$9,400	$9,400	16%
3	Specialized Technical Consulting	TAC/BAS	$8,000	$8,000	13%
4	Marketing		$1,000	$1,000	2%
		Total:	**$60,000**	**$60,000**	**100%**

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

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

Section 13. Notices.

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

For COUNTY:
Guilherme "Gui" Cunha, Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For PROSPERA:

Augusto Sanabria
President
Hispanic Business Initiative Fund, Inc. (d/b/a Prospera)
3201 E. Colonial Drive, Suite A20
Orlando, FL. 32803

With a copy to:

Katia Medina
Regional Vice President Central & Northeast Florida
Prospera
3201 E. Colonial Drive, Suite A20
Orlando, FL. 32803

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

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

Section 14. Indemnity.

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

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

full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

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

Section 15. Insurance.

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

(1) PROSPERA shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PROSPERA will relieve PROSPERA of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

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

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

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PROSPERA shall provide COUNTY with a certified copy of each of the

policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

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

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

(7) Coverage: The insurance provided by PROSPERA pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PROSPERA.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials,

officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PROSPERA shall immediately notify COUNTY as soon as PROSPERA has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the

insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PROSPERA has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PROSPERA will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) PROSPERA's insurance must cover PROSPERA and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and

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

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

(D) If PROSPERA asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, PROSPERA shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including PROSPERA, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PROSPERA's insurance must cover PROSPERA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PROSPERA's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall

contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) PROSPERA's insurance must cover PROSPERA for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PROSPERA does not own automobiles, PROSPERA shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

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

(4) Professional Liability.

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

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

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

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

(5) Crime and Employee Dishonesty Liability.

(A) PROSPERA shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of PROSPERA's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit A. The policy must include as loss payee Seminole County, Florida on applicable coverage.

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

Section 16. Conflict of Interest.

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

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

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

Section 17. Equal Opportunity Employment.

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

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

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

Section 19. Employee Status.

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

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

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by PROSPERA, PROSPERA will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to PROSPERA, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. PROSPERA covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of PROSPERA to solicit or secure this Agreement. PROSPERA warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for PROSPERA any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and PROSPERA, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) PROSPERA shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by PROSPERA herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to PROSPERA by COUNTY.

(3) PROSPERA shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to PROSPERA by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) PROSPERA fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) PROSPERA fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PROSPERA and upon PROSPERA 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment; or

(4) Require that PROSPERA refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PROSPERA, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PROSPERA.

Section 26. Termination. COUNTY may, by written notice to PROSPERA, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PROSPERA to fulfill the Agreement obligations. Upon receipt of such notice, PROSPERA shall:

(a) Immediately discontinue all services affected unless the notice directs otherwise.

(b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by PROSPERA in performing this Agreement, whether completed or in process. In no event shall such delivery include PROSPERA's background intellectual property, or any intellectual property developed solely by PROSPERA during the performance of this project.

(c) If the termination is for the convenience of COUNTY, PROSPERA shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", PROSPERA shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of PROSPERA to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. PROSPERA shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of PROSPERA. Such causes may include, but

are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of PROSPERA.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that PROSPERA had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a "foreign country of concern". COUNTY is required to obtain an affidavit from PROSPERA attesting that it is not a "foreign country of concern" as defined by statute. PROSPERA has completed the required affidavit and it is attached hereto as Exhibit B.

Section 31. Appropriations. This Agreement is subject to the appropriation of fiscal year funding by Seminole County Board of County Commissioners. PROSPERA acknowledges and understands that the Seminole County Board of County Commissioners has not yet adopted the COUNTY's October 1, 2025, to September 30, 2026, fiscal year budget, and that the annual funding allocation for the COUNTY's October 1, 2025, to September 30, 2026, fiscal year as provided for herein is subject to approval by the Seminole County Board of County Commissioners. Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to terminate this Agreement for non-funding at no cost or liability to Seminole County.

[*Remainder of page intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

HISPANIC BUSINESS INITIATIVE FUND, INC. (D/B/A PROSPERA)

_____
Witness

By:_____
AUGUSTO SANABRIA, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

By: _____
JAY ZEMBOWER, Chairman

Date: _____

Exhibit A – Insurance Requirements
Exhibit B – Foreign Country of Concern Affidavit

JBN/sfa
7/17/2025
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EXHIBIT A
INSURANCE REQUIREMENTS
SEMINOLE COUNTY/PROSPERA
ECONOMIC INCENTIVE PARTNERSHIP
AGREEMENT

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Professional Liability	$1,000,000	Per Claim
E.	Employee Dishonesty	$ 30,000	Per Claim

~~ End Exhibit A ~~

EXHIBIT B
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____, by _____.
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

File Number: 2025-779

Title:

Approve and authorize the Chairman to execute a Tourist Development Tax Funding Agreement with Central Florida Hotel and Lodging Association, Inc. in the amount of $10,500 for the FY2025/26 funding allocation for tourism research. Countywide **(Gui Cunha, Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Tourism

Authorized By:

Gui Cunha, Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The Central Florida Hotel & Lodging Association (CFHLA) is a not-for-profit corporation and the largest regional hospitality association in the United States. Its membership includes nearly 129,500 hotel rooms throughout Orange, Osceola, and Seminole counties and nearly 500 "supplier" organizations that do business with the hospitality and tourism industries.

The Central Florida Hotel and Lodging Association is seeking a $10,500 grant to support the comprehensive analysis of visitor activity and the impact of tourism throughout Central Florida by Tourism Economics.

Tourism Economics is an Oxford Economics company focused on combining an understanding of the travel sector with proven economic tools. More than 500 companies, associations, and destinations work with Tourism Economics every year as a research partner. Oxford Economics is one of the world’s foremost independent global advisory firms, providing reports, forecasts, and analytical tools on 200 countries, 100 industrial sectors, and over 3,000 cities.

This regional online tourism calculator will include visitor data by region, including specific Commissioner Districts throughout Orange, Seminole, and Osceola counties

and State Senate and House Districts.

The amount requested is budgeted in the FY2025/26 Tourism Development budget.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Tourist Development Tax Funding Agreement with Central Florida Hotel and Lodging, Inc. in the amount of $10,500 for the FY2025/26 funding allocation for tourism research.

CENTRAL FLORIDA HOTEL & LODGING ASSOCIATION, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2025-2026

THIS AGREEMENT is made and entered this ____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **CENTRAL FLORIDA HOTEL & LODGING ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 6675 Westwood Boulevard, Ste. 210, Orlando, Florida 32821, hereinafter referred to as "CFHLA."

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and CFHLA agree as follows:

Section 1. Term. This Agreement shall be effective from October 1, 2025, and shall remain in effect until September 30, 2026.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party

or, at the option of COUNTY, immediately in the event that CFHLA fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CFHLA after CFHLA has received notice of termination. Upon said termination, CFHLA shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) CFHLA shall use funds from this Agreement in conjunction with monies granted by any public or private agency to manage information and provide a report on the Economic Impact of Tourism to the Central Florida Region, as provided from and analyzed by Tourism Economics, as set forth in Exhibit A attached hereto and incorporated herein.

(b) CFHLA shall be required to have and maintain a website for the purpose of providing information and a report on the Economic Impact of Tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that CFHLA shall devote monies received pursuant to this Agreement to funding a regional tourism research cooperative, as further specified in Exhibit A.

Section 4. Membership. CFHLA shall provide and maintain one non-voting member seat on the Central Florida Hotel & Lodging Association, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Indemnification.

(a) COUNTY and its commissioners, officers, employees, and agents must not be deemed to assume any liability for the acts, omissions, or negligence of CFHLA or CFHLA's

officers, employees, or agents. CFHLA shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) CFHLA shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of CFHLA, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes (2024).

(d) The waiver of a provision in this Agreement by either party does not constitute the further waiver of said provisions or the waiver of any other provision.

Section 6. Insurance.

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

(1) CFHLA shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective

services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CFHLA will relieve CFHLA of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

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

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CFHLA shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability coverages.

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

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

Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CFHLA pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CFHLA.

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

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CFHLA shall immediately notify COUNTY as soon as CFHLA has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CFHLA has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CFHLA will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) CFHLA's insurance must cover CFHLA and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard

Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

(D) If CFHLA asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, CFHLA shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CFHLA, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CFHLA's insurance must cover CFHLA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CFHLA's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) CFHLA's insurance must cover CFHLA for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CFHLA does not own automobiles, CFHLA shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CFHLA'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CFHLA's liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Billing and Payment.

COUNTY hereby agrees to provide financial assistance to CFHLA up to a total maximum sum of TEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($10,500.00). The funds will be payable for all services provided hereunder by CFHLA during the term of this Agreement in accordance with Exhibit A. If CFHLA misappropriates or misuses the funds provided herein, CFHLA shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 8. Reporting Requirements. In the performance of this Agreement, CFHLA shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures.

Section 9. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to CFHLA shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 10. Unavailability of Funds. CFHLA acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to CFHLA as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CFHLA after CFHLA has received such notice of termination. In the event there are any unused COUNTY funds, CFHLA shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 11. Public Records Law.

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

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

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

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

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

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

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

(d) Failure to comply with this Section will be deemed a material breach of this

Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Liaison. CFHLA shall submit correspondence to the following:

Director
Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

Section 13. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Director
Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

For CFHLA:

President & CEO
Central Florida Hotel & Lodging Association, Inc.
6675 Westwood Boulevard, Ste. 210
Orlando, Florida 32821

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 14. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 15. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CFHLA shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CFHLA as provided hereinabove.

Section 17. Conflict of Interest.

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

(b) CFHLA 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 five percent (5%)), either directly or indirectly, in the business of CFHLA to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CENTRAL FLORIDA HOTEL & LODGING ASSOCIATION, INC.

By: _____
ROBERT J. AGRUSA, President/CEO

Date: _____

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

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

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – Foreign Country of Concern Affidavit

JBN/
7/18/25
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EXHIBIT A

SCOPE OF WORK

Tourism Economics is an Oxford Economics company focused on combining an understanding of the travel sector with proven economic tools. More than 500 companies, associations, and destinations work with Tourism Economics every year as a research partner. Oxford Economics is one of the world's foremost independent global advisory firms, providing reports, forecasts and analytical tools on 200 countries, 100 industrial sectors and over 3,000 cities.

Central Florida Hotel Lodging Association Tourism Calculator must include (as shown in the attached pages):

- Total Business Sales
- Visitor Spending
- Direct employment
- Total Employment
- Direct Labor Income
- Total State and Local Sales Taxes
- Total State Taxes

Data must be separated by Seminole County and by districts as well

Central Florida Hotel & Lodging Association
6675 Westwood Boulevard, Suite 210
Orlando, FL 32821
(407) 313-5000
www.cfhla.org

Board of Directors
Cindy Andrews
Sunbrite Outdoor Furniture, Inc.
Erin Arpke
Holiday Inn & Suites across from Universal Studios
Antonio Baez
Melia Orlando Celebration
Ross Barker
Gaylord Palms Resort & Convention Center
Jacqueline Bozzuto
Lowndes
Robert Bray
Orlando World Center Marriott
Marie Cassamajor
Holiday Inn Resort Kissimmee by the Parks
Joe Delgado
AC by Marriott Orlando Downtown
Jaret Della Porta
Marriott's Harbour Lake
Sylvie Dervaux-Laso
Walt Disney World Boardwalk Resort
Frank Dolley
Coco Key Hotel & Water Resort Orlando
Beatriz Dominguez
Clean Tec Services
Tom Drury
Drury Plaza Hotel Orlando Lake Buena Vista
Tina Earley
BMS Cat
Bill Friedrich
Hilton Garden Inn Apopka
Frank Fry
Embassy Suites Downtown Orlando
Lauren Gossett
Walt Disney World Fort Wilderness Resort & Campground
Maureen Haggerty
Spinout Guest Laundries, Inc.
Stacey Herndon
Westgate Resorts, LTD
Steven Hollis
Vacation Villas at Fantasy World
John Lamont
Florida Hotel & Conference Center
Lori Lo Duca
Cypress Pointe Resort
Jaclyn Lorigan
Hilton North Orlando / Altamonte Springs
Benjamin McCarney
Grand Bohemian Hotel Orlando
Bruce McDonald
Hyatt Regency Orlando International Airport
Wade Michael
StayBridge Suites Orlando Royale Parc Suites
Colin Mills
Sheraton Orlando Lake Buena Vista
Kristen Oswald
TownePlace Suites Altamonte Springs
Graham Parker
Hilton Vacation Club Aqua Sol Orlando West
John Power
Hard Rock Hotel at Universal Orlando
R.P. Rama
Sarona Holdings & Hotels
Orlando
Michael Scioscia
JW Marriott Grande Lakes
Anna Snow
Castle Hotel, Autograph Collection
Cindy Staley
Mission Resort + Club
George Stanfield
Hilton Orlando Lake Buena Vista / Hilton Orlando Buena Vista Palace
Dace Stewart
Holiday Inn Resort Kissimmee by the Parks
Katerina Templo
Hampton Inn & Suites Clermont
Amy Walsh
Domino's
Brian Wander
Renaissance Orlando at SeaWorld

June 13, 2025

Gui Cunha
Director
Office of Economic Development and Tourism
1055 AAA Drive, Suite 149
Lake Mary, FL 32746

Re: Regional Tourism Calculator

Dear Gui,

On behalf of the Central Florida Hotel and Lodging Association, we are seeking a $10,500 grant to support the creation of a new comprehensive analysis of visitor activity and the impact of tourism throughout Central Florida by Tourism Economics.

Tourism Economics is an Oxford Economics company focused on combining an understanding of the travel sector with proven economic tools. More than 500 companies, associations, and destinations work with Tourism Economics every year as a research partner. Oxford Economics is one of the world's foremost independent global advisory firms, providing reports, forecasts and analytical tools on 200 countries, 100 industrial sectors and over 3,000 cities.

This regional online tourism calculator will include visitor data by regions, including specific Commissioner Districts throughout Orange, Seminole and Osceola counties and State Senate and House Districts throughout 2024.

To find the Regional Tourism Calculator, please visit: www.cfhla.org/economic-impact-of-tourism.

This grant will begin on October 1, 2025 and run through September 30, 2026.

Please let me know if you have any questions or concerns.

Thank you for your consideration!

Sincerely,

Robert J. Agrusa
President & CEO
Central Florida Hotel and Lodging Association

2025 Executive Committee

Chair of the Board, Chris Mueller, Hilton Orlando
1st Vice Chair, Jon McGavin, Grande Lakes Orlando
2nd Vice Chair, Jay Leonard, Wyndham Lake Buena Vista Disney Springs Resort Area / Wyndham Garden Lake Buena Vista Disney Springs Resort Area
Secretary, Sean Verney, Walt Disney World Swan & Dolphin, and Walt Disney World Swan Reserve
Treasurer, Ally Martin, Hyatt House Orlando International Airport
Assistant Treasurer, Jason Lopez, DoubleTree by Hilton Orlando at SeaWorld
Immediate Past Chair, Barb Bowden, Loews Hotels at Universal Orlando
Historian, Fred Sawyers, Evermore Orlando Resort

Economic Impact of Tourism

Seminole County

Introduction

This report provides statistics on the economic value of visitors to the **Central Florida Region**. The analysis is commissioned by the **Experience Kissimmee, Orlando North, CFHLA, and Visit Orlando**, and is conducted by Tourism Economics, LLC.

The analysis is based on multiple data sources, including: Bureau of Economic Analysis and Bureau of Labor Statistics employment and wages, STR lodging performance, tax collections (Tourism Development by county, sales taxes by Florida Department of Revenue), US Census Bureau, and Tourism Economics international data for overseas origin markets.

By combining these datasets, a comprehensive view of visitor activity is developed that is consistent with official economic and industry data for the state. The analysis measures visitor spending by category, tourism employment, personal income, and taxes generated by visitor activity.

Methodology

An IMPLAN input-output model was constructed for the primary study geography. The model traces the flow of visitor-related expenditures through the local economy and their effects on employment, wages, and taxes.

IMPLAN also quantifies the indirect (supplier) and induced (income) impacts of tourism. Tourism Economics then cross-checked these findings with employment and wage data for each sector to ensure the findings are within reasonable ranges. Visitors included those who stayed in overnight accommodations or those who came from a distance greater than 50 miles and deviated from their normal routine.

The primary source of the employment and wage data is the Regional Economic Information System (REIS), maintained by the Bureau of Economic Analysis.

About Tourism Economics

Tourism Economics is an Oxford Economics company with a singular objective: combine an understanding of tourism dynamics with rigorous economics in order to answer the most important questions facing destinations, developers, and strategic planners.

By combining quantitative methods with industry knowledge, Tourism Economics designs custom market strategies, destination recovery plans, tourism forecasting models, tourism policy analysis, and economic impact studies.

Economic Impact of Tourism

Seminole County

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County

2023 Tourism Impact Summary

$4.1B	$1.3B	26.2K	$191.6..	$128.4..
Total Economic Impact	Total Labor Income	Total Employment		

Spending

$1.8B
Visitor Spending

$4.8M Approximate Daily Spending by Visitors

Labor Income

$7.0K
Tourism-Generated Income per Household

State and Local Taxes

$1.7K
State & Local Tax Savings per Household

Employment

12.3%
Tourism Share of Seminole County Employment

Economic Impact of Tourism

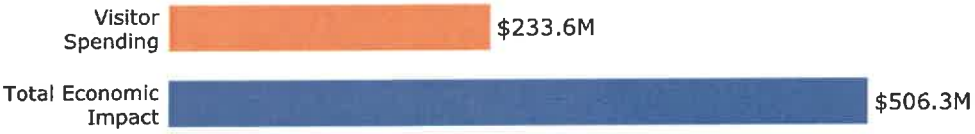
Seminole County Commissioner District 1

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County Commissio..

2023 Tourism Impact Summary

$506.3..	$158.0..	3.1K	$26.3M	$19.9M
		Total Employment	Total Local Taxes	Total State Taxes

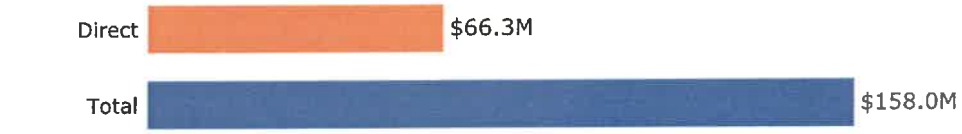
Spending



$233.6M
Visitor Spending

$639.9K Approximate Daily Spending by Visitors

Labor Income

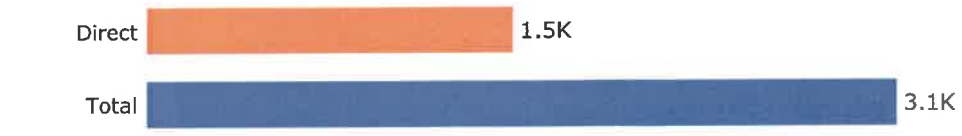


$4.7K
Tourism-Generated Income per Household

State and Local Taxes

$1.4K
State & Local Tax Savings per Household

Employment



12.9%
Tourism Share of Seminole County Commissioner District 1 Employment

SYMPHONY TOURISM ECONOMICS

Economic Impact of Tourism

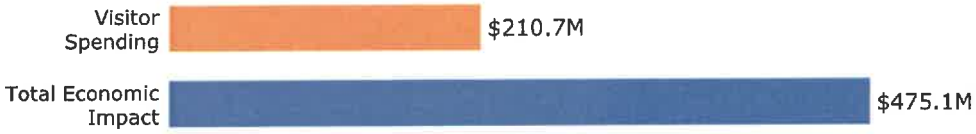
Seminole County Commissioner District 2

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County Commissio..

2023 Tourism Impact Summary

$475.1..	$149.8..	3.0K	$21.1M	$15.1M
		Total Employment	Total Local Taxes	Total State Taxes

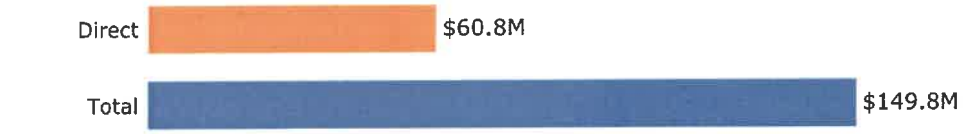
Spending



$210.7M
Visitor Spending

$577.3K Approximate Daily Spending by Visitors

Labor Income

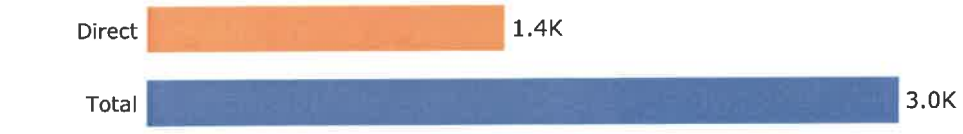


$5.6K
Tourism-Generated Income per Household

State and Local Taxes

$1.3K
State & Local Tax Savings per Household

Employment



12.6%
Tourism Share of Seminole County Commissioner District 2 Employment

SYMPHONY TOURISM ECONOMICS

Economic Impact of Tourism

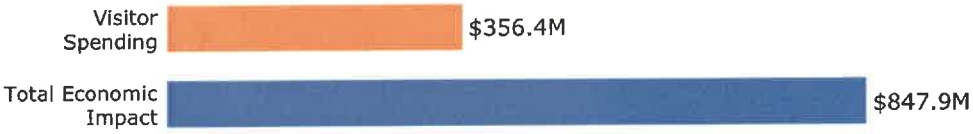
Seminole County Commissioner District 3

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County Commissio..

2023 Tourism Impact Summary

$847.9..	$273.6..	5.4K	$45.1M	$29.8M
		Total Employment	Total Local Taxes	Total State Taxes

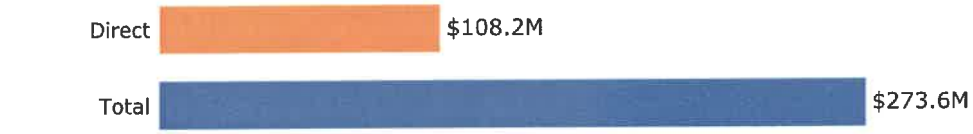
Spending



$356.4M
Visitor Spending

$976.4K Approximate Daily Spending by Visitors

Labor Income

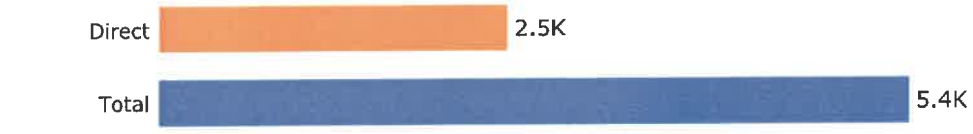


$10.1K
Tourism-Generated Income per Household

State and Local Taxes

$2.8K
State & Local Tax Savings per Household

Employment



12.3%
Tourism Share of Seminole County Commissioner District 3 Employment

Economic Impact of Tourism

Seminole County Commissioner District 4

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County Commissio..

2023 Tourism Impact Summary

$1.3B
Total Economic Impact

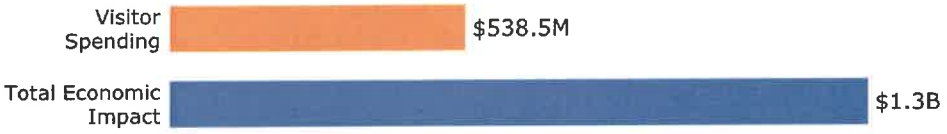
$405.2..

8.0K
Total Employment

$47.7M
Total Local Taxes

$31.9M
Total State Taxes

Spending



$538.5M
Visitor Spending

$1.5M Approximate Daily Spending by Visitors

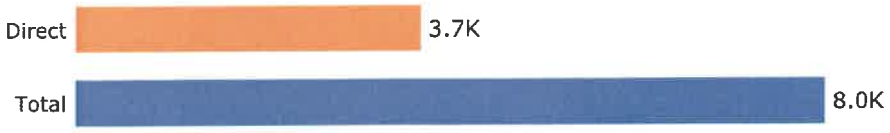
Labor Income

$13.1K
Tourism-Generated Income per Household

State and Local Taxes

$2.6K
State & Local Tax Savings per Household

Employment



12.3%
Tourism Share of Seminole County Commissioner District 4 Employment

SYMPHONY TOURISM ECONOMICS

Economic Impact of Tourism

Seminole County Commissioner District 5

Cover | Impacts | Scenarios | Tables | Glossary | Seminole County Commissio..

2023 Tourism Impact Summary

$1.0B
Total Economic Impact

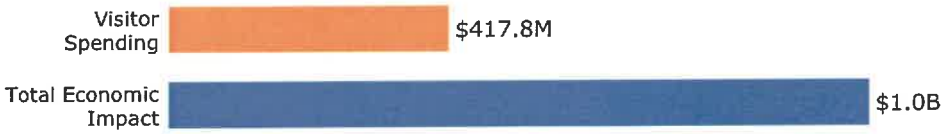
$342.2..

6.7K
Total Employment

$51.4M
Total Local Taxes

$31.6M
Total State Taxes

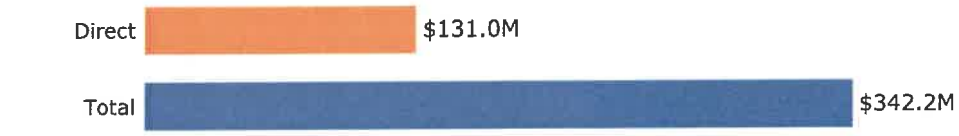
Spending



$417.8M
Visitor Spending

$1.1M Approximate Daily Spending by Visitors

Labor Income

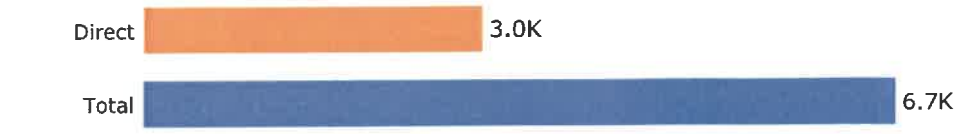


$10.4K
Tourism-Generated Income per Household

State and Local Taxes

$2.5K
State & Local Tax Savings per Household

Employment



12.0%
Tourism Share of Seminole County Commissioner District 5 Employment

Economic Impact of Tourism

Central Florida Region

Cover | Impacts | Scenarios | Tables | Glossary | Central Florida Region

2023 Tourism Impact Summary

$92.5B Total Economic Impact

$27.3B Total Labor Income

463.9K Total Employment

$3.8B Total Local Taxes

$2.8B Total State Taxes

Spending

$58.5B
Visitor Spending

$160.2M Approximate Daily Spending by Visitors

Labor Income

$30.8K
Tourism-Generated Income per Household

State and Local Taxes

$7.4K
State & Local Tax Savings per Household

Employment

91.0%
Tourism Share of Central Florida Region Employment

Economic Impact of Tourism

State House District 36

Cover | Impacts | Scenarios | Tables | Glossary | State House District 36

2023 Tourism Impact Summary

$1.9B
Total Economic Impact

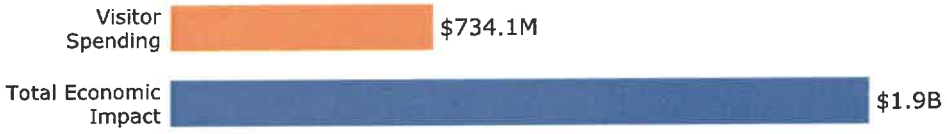
$654.2..

12.8K
Total Employment

$87.9M
Total Local Taxes

$49.4M
Total State Taxes

Spending



$734.1M
Visitor Spending

$2.0M Approximate Daily Spending by Visitors

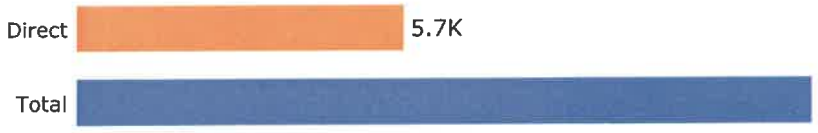
Labor Income

$9.2K
Tourism-Generated Income per Household

State and Local Taxes

$1.9K
State & Local Tax Savings per Household

Employment



11.9%
Tourism Share of State House District 36 Employment

SYMPHONY TOURISM ECONOMICS

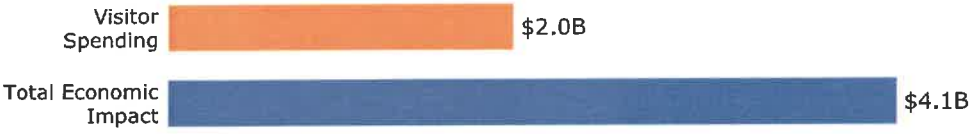
Economic Impact of Tourism

State House District 37

2023 Tourism Impact Summary

$4.1B	$1.6B	27.3K	$167.2..	$58.9M
Total Economic Impact	Total Labor Income	Total Employment		Total State Taxes

Spending



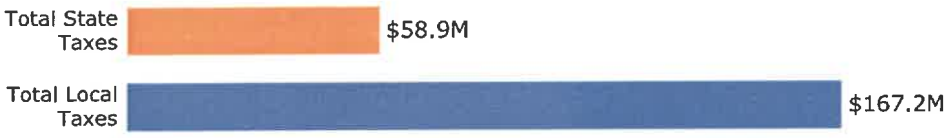
$2.0B
Visitor Spending

$5.3M Approximate Daily Spending by Visitors

Labor Income

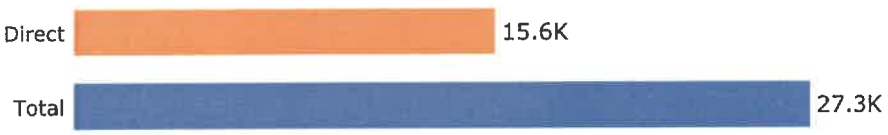
$26.8K
Tourism-Generated Income per Household

State and Local Taxes



$3.8K
State & Local Tax Savings per Household

Employment



32.3%
Tourism Share of State House District 37 Employment

Economic Impact of Tourism

State House District 38

Cover | Impacts | Scenarios | Tables | Glossary | State House District 38

2023 Tourism Impact Summary

$1.5B
Total Economic Impact

$460.5..

9.1K
Total Employment

$72.1M
Total Local Taxes

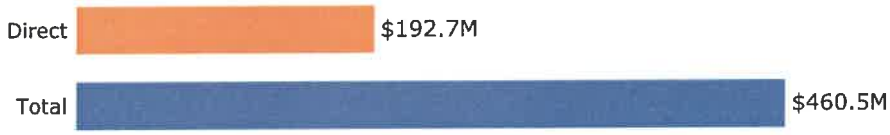
$56.7M
Total State Taxes

Spending

$721.4M
Visitor Spending

$2.0M Approximate Daily Spending by Visitors

Labor Income

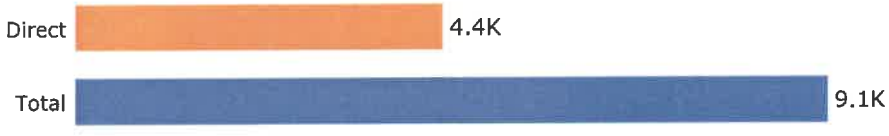


$6.1K
Tourism-Generated Income per Household

State and Local Taxes

$1.7K
State & Local Tax Savings per Household

Employment



12.9%
Tourism Share of State House District 38 Employment

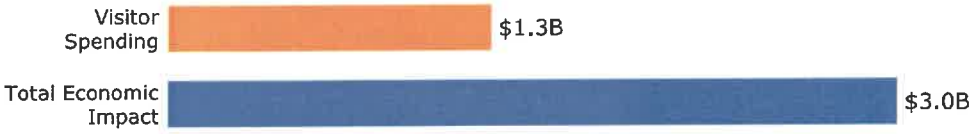
Economic Impact of Tourism

State House District 39

2023 Tourism Impact Summary

$3.0B	$1.2B	20.6K	$109.1..	$34.0M
Total Economic Impact	Total Labor Income	Total Employment		Total State Taxes

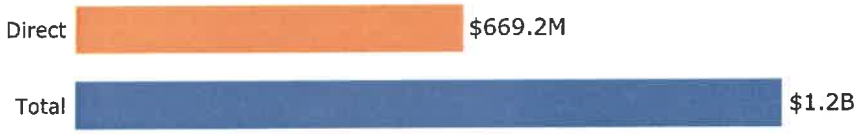
Spending



$1.3B
Visitor Spending

$3.6M Approximate Daily Spending by Visitors

Labor Income

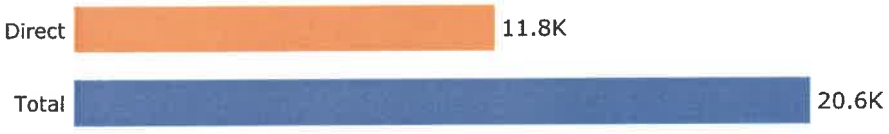


$18.7K
Tourism-Generated Income per Household

State and Local Taxes

$2.2K
State & Local Tax Savings per Household

Employment



32.9%
Tourism Share of State House District 39 Employment

Economic Impact of Tourism

State Senate District 10

Cover | Impacts | Scenarios | Tables | Glossary | State Senate District 10

2023 Tourism Impact Summary

$9.3B
Total Economic Impact

$2.9B
Total Labor Income

62.5K
Total Employment

$553.5..

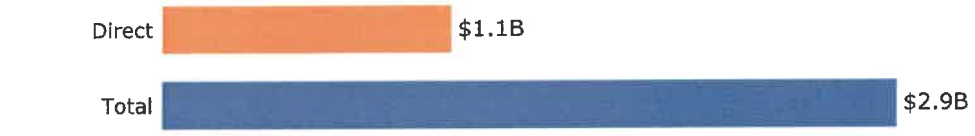
$334.0..

Spending

$4.0B
Visitor Spending

$11.0M Approximate Daily Spending by Visitors

Labor Income



$13.2K
Tourism-Generated Income per Household

State and Local Taxes

$4.0K
State & Local Tax Savings per Household

Employment

20.4%
Tourism Share of State Senate District 10 Employment

Economic Impact of Tourism

Seminole County

Visitor Loss/Gain Scenarios

Geography
Seminole County

Scenario
Volume Increases 2%

Year
2023

Impact Scenarios: Seminole County

Total Impacts by Category; Scenario Comparison: Volume Increases 2%

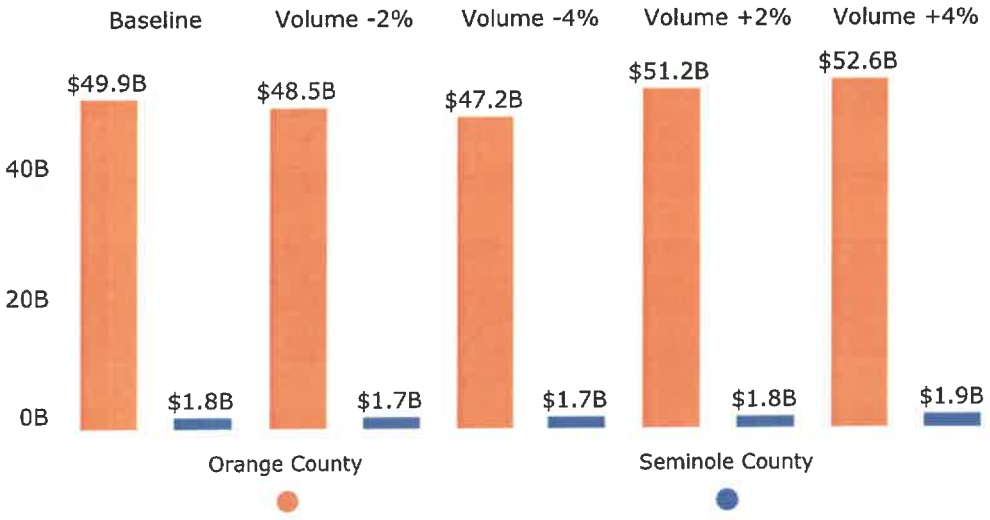
	Actual	Volume +2%	Scenario Difference
Visitor Spending	$1.8B	$1.8B	+$47.8M
Total Business Sales	$4.1B	$4.3B	+$112.8M
Labor Income	$1.3B	$1.3B	+$18.1M
Employment	26.2K	26.5K	285
Total Local Taxes	$191.6M	$192.4M	+$851.9K
Total State Taxes	$128.4M	$131.9M	+$3.5M

Visitor Spending by Scenario

Seminole County vs. Orange County

Metric
Visitor Spending

Comparison to
Orange County



If Volume Increases 2%...

14 More
Firefighters Funded

17 More
Librarians Funded

13 More
Police Officers Funded

16 More
Teachers Funded

Economic Impact of Tourism

Seminole County

Cover | Impacts | Scenarios | Tables | Glossary

2023 Tables

Geography Category: All
Geography Name: All
Metric: All
Scenario: Volume Increases 2%

Impact Table for 2023

Volume Increases 2% Scenario

		Total Business Sales	Visitor Spending	Direct Employment	Total Employment	Direct Labor Income	Total Labor Income	Total S&L Taxes	Total Local Taxes	Total State Taxes
County	Orange County	$80.1B	$51.2B	249.7K	401.9K	$14.5B	$24.1B	$5.7B	$3.3B	$2.4B
	Osceola County	$10.6B	$7.0B	25.0K	40.5K	$1.3B	$2.3B	$674.3M	$374.2M	$300.1M
	Seminole County	$4.3B	$1.8B	12.3K	26.5K	$532.5M	$1.3B	$324.3M	$192.4M	$131.9M
Region	Central Florida Region	$95.0B	$60.1B	287.0K	468.9K	$16.4B	$27.7B	$6.7B	$3.8B	$2.8B
County Commissioner District	Orange County Commissioner District 1	$32.7B	$26.5B	78.8K	111.6K	$6.4B	$8.5B	$1.2B	$412.8M	$807.2M
	Orange County Commissioner District 2	$4.3B	$1.8B	17.7K	30.8K	$509.4M	$1.3B	$484.5M	$346.8M	$137.7M
	Orange County Commissioner District 3	$4.7B	$2.4B	16.8K	28.5K	$785.1M	$1.5B	$436.3M	$278.3M	$158.0M
	Orange County Commissioner District 4	$7.2B	$3.9B	25.2K	42.6K	$1.3B	$2.4B	$646.4M	$400.5M	$245.9M
	Orange County Commissioner District 5	$14.3B	$6.6B	56.0K	96.4K	$1.9B	$4.5B	$1.5B	$1.0B	$468.7M
	Orange County Commissioner District 6	$17.0B	$10.0B	55.2K	92.1K	$3.6B	$5.9B	$1.4B	$794.3M	$579.0M
	Osceola County Commissioner District 1	$4.5B	$3.2B	7.0K	12.8K	$374.0M	$718.6M	$379.5M	$198.3M	$181.2M

Economic Impact of Tourism

Seminole County

Glossary

Spending	Food and Beverage	Includes all visitor spending on food & beverages, including at restaurants, bars, grocery stores and other food providers.
	Local Transport	Includes visitor spending on local transport services such as taxis, limos, trains, rental cars, buses, and the local share of air transportation spending.
	Lodging	Includes visitor spending in the accommodation sub-sector. This includes food and other services provided by hotels, rentals and similar establishments.
	Recreation	Includes visitor spending within the arts, entertainment and recreation sub-sector.
	Second Homes	Where applicable, spending associated with the upkeep of seasonal second homes for recreational use as defined by the Census Bureau.
	Service Stations	Visitor spending on gasoline.
	Shopping	Includes visitor spending in all retail sub-sectors within the local economy.

Economic Impact	Direct Impact	Impacts (business sales, jobs, income, and taxes) created directly from spending by visitors to a destination within a discreet group of tourism-related sectors (e.g. recreation, transportation, lodging).
	Employment	Employment measured by the Bureau of Economic Analysis (BEA) and Bureau of Labor Statistics (BLS) definitions, and captures full-time and part-time jobs, which include salary and wage employees and proprietors.
	Indirect Impact	Impacts created from purchase of goods and services used as inputs (e.g. food wholesalers, utilities, business services) into production by the directly affected tourism-related sectors (i.e. economic effects stemming from business-to-business purchases in the supply chain).
	Induced Impact	Impacts created from spending in the local economy by employees whose wages are generated either directly or indirectly by visitor spending.
	Labor Income	Income (wages, salaries, proprietor income and benefits) supported by visitor spending.
	Local Taxes	City and County taxes generated by visitor spending. This includes any local sales, income, bed, usage fees, licenses and other revenues streams of local governmental authorities – from transportation to sanitation to general government.
	State Taxes	State tax revenues generated by visitor spending. This will include sales, income, corporate, usage fees and other assessments of state governments.
	Value Added (GDP)	The economic enhancement a company gives its products or services before offering them to customers.

EXHIBIT B

INSURANCE REQUIREMENTS

CENTRAL FLORIDA HOTEL AND LODGING ASSOCIATION, INC.

TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit B ~~

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared,

_____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)

2. I am the _____ of _____.
(Write Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this ___ day of ____ ,20__ , by _____ .
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

File Number: 2025-780

Title:

Approve and authorize the Chairman to execute the National Entrepreneur Center Partnership Agreement in the amount of $45,000 for the purpose of providing small businesses and entrepreneurs access to professional business assistance, quality educational programming, and practical industry expertise in Seminole County. Countywide **(Gui Cunha, Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Economic Development

Authorized By:

Gui Cunha, Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The National Entrepreneur Center is dedicated to the development, growth, and success of small businesses in Central Florida.

The National Entrepreneur Center assists entrepreneurs and small businesses in receiving support and services that enable them to develop a strong Central Florida business community.

A variety of economic development performance standards are outlined in the Agreement, all related to the goal of supporting Seminole County with diversification and expansion of the local economy.

Performance standards include:

Maintaining and expanding the BizLink platform to support the needs of local business owners and aspiring entrepreneurs in Seminole County;

Provide educational workshops for small business owners and entrepreneurs in Seminole County covering topics to include international trade and Main Street small

business coaching;

Provide one-on-one, in-person, coaching and mentoring sessions to Seminole County small business owners and aspiring entrepreneurs on small business creation and growth, business plans, and internationalization;

Provide annual reports which shall include, but not be limited to, recommendations relative to the continuing development and operation of the National Entrepreneur Center, main export markets, and products or services from Seminole County,

Provide bi-annual reports which shall include, but not be limited to, key performance indicators (KPI), including the number of BizLink users in Seminole County, number of workshops delivered in Seminole County including location with topic and number of participants, number of one-on-one in-person coaching or mentoring sessions with name, industry, and jurisdiction of business, providing information pertinent to any other performance indicators;

Provide web conferences with the Economic Development Team, sharing information on some of the above-mentioned KPIs;

Provide a verbal report to the Board of County Commissioners.

The funding request is $45,000 for FY2025/26. This amount has been budgeted within the County's Economic Development budget.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the National Entrepreneur Center Partnership Agreement in the amount of $45,000 for the purpose of providing small businesses and entrepreneurs access to professional business assistance, quality educational programming, and practical industry expertise in Seminole County.

SEMINOLE COUNTY/UCFRF
NATIONAL ENTREPRENEUR CENTER (NEC)

PARTNERSHIP AGREEMENT

THIS AGREEMENT is effective as of the _____day of _____, 20___, by and between **SEMINOLE COUNTY,** hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.,** hereinafter referred to as the "UCFRF", a Florida Not For Profit Corporation, whose address is 3100 Technology Parkway, Suite 201, Orlando, Florida 32826-3281, acting as a direct support organization and as an instrumentality of The University of Central Florida Board of Trustees, hereinafter referred to as "UCF", a public university existing and operating under the laws of the State of Florida for the benefit of the National Entrepreneur Center ("NEC").

W I T N E S S E T H :

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

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

WHEREAS, UCFRF, through the National Entrepreneur Center (NEC) plays a pivotal role in fostering economic growth and development within Seminole County through its diverse programs and initiatives; and

WHEREAS, the Central Florida BizLink program offered by the NEC serves as a vital resource connecting local businesses, residents, and aspiring entrepreneurs in Seminole County, thereby contributing

to the overall business ecosystem; and

WHEREAS, the NEC's commitment to education is evident through the Central Florida International Trade Office ("CFITO") initiative, providing invaluable research, workshops and in-person coaching on international trade to Seminole County businesses, enhancing their global competitiveness; and

WHEREAS, the NEC has a long standing history demonstrating a dedication to the success of local business owners by offering comprehensive resources with its Resource Partners, to entrepreneurs at any stage of their business, thereby contributing to the sustainability and prosperity of the business community in Seminole County; and

WHEREAS, the NEC is continuously developing and implementing programs supporting small businesses and entrepreneurs in Seminole County, contributing to the resilience and innovation of the local economy; and

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

WHEREAS, COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of COUNTY it is necessary, proper and desirable to enter into this Agreement with UCFRF in order to enhance the economic development of Seminole County,

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

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

Section 2. Purpose. The purpose of this Agreement is for UCFRF through the NEC to provide the following services to COUNTY in the manner hereinafter set forth.

UCFRF through NEC will leverage the resources and infrastructure in place at UCFRF, specifically at the National Entrepreneur Center to aide in the development of companies located in Seminole County. This

includes:

(a) maintaining and expanding the Central Florida BizLink platform to support the needs of local business owners and aspiring entrepreneurs in Seminole County;

(b) providing quarterly educational workshops for small business owners and entrepreneurs in Seminole County covering a myriad of topics which may include but not limited to: how to start, business model canvas, and international trade;

(c) providing one-on-one, in-person, coaching and mentoring sessions to Seminole County small business owners and aspiring entrepreneurs on small business creation and growth, business plans, and internationalization through the Seminole County Economic Development Hub located on the Seminole State College Heathrow Campus or other strategically located sites to accommodate the needs of Seminole County entrepreneurs;

(d) providing an annual report which shall include, but not be limited to, recommendations relative to the continuing development and operation of the National Entrepreneur Center, main export markets and products or services from Seminole County,

(e) providing bi-annual reports which shall include, but not be limited to, key performance indicators ("KPIs"), including number of Central Florida BizLink users in Seminole County, number of workshops delivered in Seminole County including location with topic and number of participants, number of one-on-one in-person coaching or mentoring sessions with name, industry and jurisdiction of business if they have provided, and any additional information pertinent to any other performance indicators;

(f) providing web conference updates to the Economic Development Team, as they schedule to share information on some of the above mentioned KPIs;

(g) upon request by the County, provide an annual verbal report to the Board of County Commissioners on the Central Florida International Trade Office (CFITO) International Trade Report.

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

Section 4. Billing and Payment. COUNTY hereby agrees to pay UCFRF the sum of FORTY FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) per year for all services provided hereunder by UCFRF during the term of this Agreement. Said sum is payable in three installments as follows:

(a) upon Execution of this Agreement, FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00);

(b) on or before April 1, 2026, FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00);

(c) on or before September 1, 2026, FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00).

Section 5. Term. This Agreement shall be effective from October 1, 2025 and shall remain in effect until September 30, 2026. With the compensation to UCFRF to be limited to FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) for the term of this Agreement.

Section 6. Reports. UCFRF shall provide COUNTY with a bi-annual and an annual report regarding the activities pursuant to this Agreement for each term under this Agreement. Bi-annual report for period October 1, 2025, to March 31, 2026, is due April 30, 2026. Annual report for period April 1, 2026, to September 30, 2026, is due October 30, 2026.

Section 7. **Name of National Entrepreneur Center.** For the full term of this Agreement and any extensions thereof, UCFRF agrees that the name of its National Entrepreneur Center shall be "National Entrepreneur Center" and shall not be changed for any reason. Changing the name of the National Entrepreneur Center during the time of this Agreement shall constitute a breach of this Agreement such that UCFRF shall be required to repay to COUNTY the full amount tendered to UCFRF by COUNTY during the year in which the breach occurs.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be

in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

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

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

Section 11. Public Records.

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

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

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

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

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

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

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

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

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

notice to the breaching Party.

Section 12. Records and Audits.

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

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

UCFRF agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

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

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

Section 13. Notices.

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

For COUNTY:

Guilherme “Gui” Cunha Director
Office of Economic Development and Tourism
Seminole County Government

1055 AAA Drive, Suite 14
Lake Mary, Florida 32746

For UCFRF:

Amanda Coveney
Associate Director
University of Central Florida Research Foundation, Inc.
3100 Technology Parkway, Suite 201
Orlando, Florida 32826-3281

With a copy to:

Belinda O. Kirkegard
President
National Entrepreneur Center
3201 E. Colonial Drive, Suite A20
Orlando, Florida 32803

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

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

Section 14. Indemnity.

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

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

(c) UCFRF, through UCF, shall provide necessary workers' compensation coverage and unemployment compensation for its employees. COUNTY understands and agrees that all employees performing under this Agreement are employees of UCF.

Section 15. Insurance.

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

(2) UCFRF shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(3) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by UCFRF will relieve UCFRF of its full responsibility for liability, damages, and accidents.

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

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

(6) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of UCFRF or any other party.

(b) General Requirements.

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

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

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, UCFRF shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

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

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

(7) Coverage: The insurance provided by UCFRF pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by UCFRF.

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

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

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

(1) Such companies must be authorized by maintaining Certificates of Authority or

Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida.

(2) Such companies must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, such insurance company either loses its Certificate of Authority or Letter of Eligibility, or, fails to maintain the Best's Rating and Financial Size Category, then UCFRF shall promptly notify COUNTY as soon as UCFRF has knowledge of any such circumstance and, upon request of COUNTY, promptly replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as UCFRF has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, UCFRF will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability. UCFRF has no employees. All employees performing under this Agreement are employees of UCF. The state of Florida is self-insured. As a state university, UCF participates in the State Risk Management Trust Fund for Workers Compensation coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF.

UCFRF shall maintain this coverage throughout the term of this agreement.

(2) Commercial General Liability.

(A) UCFRF's insurance must cover UCFRF for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If UCFRF's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) UCFRF's insurance must cover UCFRF for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event UCFRF does not own automobiles, UCFRF shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

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

(4) Professional Liability.

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

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

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

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting UCFRF's liability under the provisions of Section 14 or any other provision of this Agreement.

Section 16. Conflict of Interest.

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

(b) UCFRF hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the

business of UCFRF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

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

Section 17. Equal Opportunity Employment.

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

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

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

Section 19. Employee Status.

(a) Persons employed or retained by UCFRF or UCF in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by UCFRF, UCFRF and UCF will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to UCFRF's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. UCFRF covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of UCFRF to solicit or secure this Agreement. UCFRF warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for UCFRF or UCF any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any

legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and UCFRF, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) UCFRF shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by UCFRF herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to UCFRF by COUNTY.

(3) UCFRF shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to UCFRF by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) UCFRF fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) UCFRF fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to UCFRF and upon UCFRF's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment.

(4) Require that UCFRF refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by UCFRF, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by UCFRF.

Section 26. Termination. COUNTY may, by written notice to UCFRF, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of UCFRF to fulfill the Agreement obligations. Upon receipt of such notice, UCFRF shall:

(a) immediately discontinue all services affected unless the notice directs otherwise;

(b) deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other

information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by UCFRF in performing this Agreement, whether completed or in process. In no event shall such delivery include UCFRF's background intellectual property or any intellectual property developed solely by UCFRF during the performance of this project.

(c) If the termination is for the convenience of COUNTY, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default" by either party, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of UCFRF to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. UCFRF shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of UCFRF. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of UCFRF.

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

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Appropriations. This Agreement is subject to the appropriation of fiscal year funding by Seminole County Board of County Commissioners. UCFRF acknowledges and understands that the Seminole County Board of County Commissioners has not yet adopted the COUNTY's October 1, 2025, to September 30, 2026, fiscal year budget, and that the annual funding allocation for the COUNTY's October 1, 2025, to September 30, 2026, fiscal year as provided for herein is subject to approval by the Seminole County Board of County Commissioners. Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to terminate this Agreement for non-funding at no cost or liability to Seminole County.

[*Remainder of page intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

By: _____
AMANDA COVENEY, Associate Director

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

By: _____
Jay Zembower, Chairman

Date: _____

JBN 7/2/2025

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Attachments:
Exhibit A – Insurance Requirements.
Exhibit B – Foreign Country of Concern Affidavit.

Exhibit A

INSURANCE REQUIREMENTS

SEMINOLE COUNTY/UCFRF

NATIONAL ENTREPRENEUR CENTER PARTNERSHIP AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Statutory coverage through the State of Florida Risk Management Trust Fund for Workers' Compensation.

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Hired and Non-Owned Autos)

D. Professional Liability: $ 1,000,000 Each Claim

~~ End Exhibit A ~~

Exhibit B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____ _____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____, by _ _____.
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

File Number: 2025-855

Title:

Approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc., in the amount of $30,000 for the FY2025/26 funding allocation for marketing and advertising. Countywide **(Gui Cunha, Office of Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Tourism

Authorized By:

Gui Cunha, Office of Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

In 2020, Seminole County Tourism initiated a marketing and advertising grant to support local efforts to advertise events and other attractions to promote Seminole County to out-of-area visitors. Per section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act, the Tourist Development Tax (TDT) may be used to promote and advertise tourism to attract visitors.

Sanford Main Street, Inc., (Sanford Main Street) is a certified program under the umbrella of the Florida Main Street and Main Street America programs. It is a 501(c)3 organization and Florida Not for Profit Corporation with a seven-member voting board and three ex-officio members. The Board includes one ex-officio seat for Seminole County Tourism.

Sanford Main Street is funded via public-private partnerships, which include the City of Sanford ($39,000 for staffing), the City of Sanford Community Redevelopment Agency ($24,000 staffing and marketing), and various private industry support ($10,000). The City of Sanford works closely with Seminole County Tourism to encourage marketing of the City as a destination. This grant provides the City, County, and Sanford's business community with increased ownership over the marketing of local businesses

and attractions.

Seminole County Tourism coordinates with Sanford Main Street to ensure advertising dollars are spent within Section 125.0104 parameters while also aligning with Seminole County Tourism's overall marketing strategy.

Agreement terms include:

• Sanford Main Street may only use grant funds to promote out-of-county tourism. Funds may not be expended on wages or salaries, feasibility studies of facilities, or administrative expenses;

• Per Statute, funds must be used to market to visitors located outside of Seminole County;

• Sanford Main Street shall submit advertisement and promotion projects that were paid for with TDT dollars to Seminole County Tourism for review;

• Sanford Main Street shall provide and maintain an ex-officio seat on the Sanford Main Street Board for a representative of Seminole County Tourism staff; and

• Sanford Main Street shall provide quarterly Tourist Development Council meeting reports.

Tourist Development Council Recommendation:

At the August 21, 2025, meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $30,000 for this grant allocation for marketing and advertising.

Funding History

FY2024/25 $30,000

FY2023/24 $30,000

FY2022/23 $50,000

FY2021/22 $50,000

FY2020/21 $50,000

The amount requested is budgeted in the FY2026 Tourism Development budget.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc., in the amount of

$30,000 for the FY2025/26 funding allocation for marketing and advertising.

SANFORD MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2026

THIS AGREEMENT is made and entered this ____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **SANFORD MAIN STREET, INC.**, a Florida not-for-profit corporation, whose principal address is 230 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as "MAIN ST.".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and MAIN ST. agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2025, through September 30, 2026, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of COUNTY, immediately in the event that MAIN ST. fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received notice of termination. Upon said termination, MAIN ST. shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) MAIN ST. shall use funds from this Agreement in conjunction with monies granted by any public or private agency to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists, as set forth in Exhibit A attached hereto and incorporated herein.

(b) MAIN ST. shall be required to have and maintain a website for the purpose of promoting tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that MAIN ST. shall devote monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. MAIN ST. shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval.

Section 4. Membership. MAIN ST. shall provide and maintain one non-voting member seat on the Sanford Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Liability and Indemnification.

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of MAIN ST. and its officers, employees, members and agents in the performance of services provided hereunder. MAIN ST. hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

(b) MAIN ST. further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY'S sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

Section 6. Insurance.

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

(1) MAIN ST. shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective

services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by MAIN ST. will relieve MAIN ST. of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

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

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, MAIN ST. shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability coverages.

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

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

Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by MAIN ST. pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by MAIN ST.

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

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MAIN ST. shall immediately notify COUNTY as soon as MAIN ST. has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MAIN ST. has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MAIN ST. will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the

standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

(D) If MAIN ST. asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, MAIN ST. shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including MAIN ST., using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If MAIN ST.'s work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event MAIN ST. does not own automobiles, MAIN ST. shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If MAIN ST.'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MAIN ST.'s liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by MAIN ST. during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(1) receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit C, from MAIN ST. requesting the total contract amount as stated above in Exhibit A;

(2) verification by Seminole County Tourism Division that MAIN ST. is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter; and

(3) Payment requests shall be sent to:

Original: Director, Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

(b) If MAIN ST. misappropriates or misuses the funds provided herein, MAIN ST. shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 8. Reporting Requirements. In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Office of Economic Development and Tourism. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 9. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 10. Unavailability of Funds. MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there

are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 11. Public Records Law.

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

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

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

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

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

(4) Upon termination of this Agreement, MAIN ST. will transfer, at no cost to COUNTY, all public records in possession of MAIN ST., or keep and maintain public records

required by COUNTY under this Agreement. If MAIN ST. transfers all public records to COUNTY upon completion of this Agreement, MAIN ST. must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN ST. keeps and maintains the public records upon completion of this Agreement, MAIN ST. must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

Section 12. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

Section 13. Notices.

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

For COUNTY:

Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For MAIN ST.:

President
Sanford Main Street, Inc.
111 S. Magnolia Avenue
Sanford, Florida 32771

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

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

Section 14. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 15. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

Section 17. Conflict of Interest.

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

(b) MAIN ST. 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 five percent (5%)), either directly or indirectly, in the business of MAIN ST. to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

SANFORD MAIN STREET, INC.

By: _____
PAUL WILLIAMS, President

Date: _____

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:

- Exhibit A – Seminole County Tourist Development Tax Grant Application - Sanford Main Street
- Exhibit B – Insurance Requirements
- Exhibit C – Request for Funds Form
- Exhibit D - Foreign Country of Concern Affidavit

JBN/sa
8/22/25
T:\Users\Legal Secretary CSB\Tourism\2025\Sanford Main Street FY 26\FY26 Sanford Main Street Funding.docx

Florida Main Street District

TDT Grant Application

Main Street District Name: Sanford Main Street, Inc.

Main Street District Date

2025 Main Street District Director: Dan Ping

Director Contact 407-710-2587

Main Street District Address: 230 E 1st Street Sanford Fl, 32771

Please use the following checklist as a guideline to ensure you are submitting and receiving all necessary paperwork for your Main Street:

Complete **Main Street Grant Application**

Provide **Florida Main Street Letter/Certificate of current Accreditation**

Submit **Tax ID or IRS letter of non-profit tax-exempt status**

Submit **certified letter of support from municipality leadership**

Submit **Tourism Impact study** (Hotel Room Count, Restaurant Count, Attractions, Visitor Surveys, any supplementing study to demonstrate impact of the tourism industry within your Main Street District)

Submit current **Marketing Plan, Organizational Outline (Board Members), and Detailed Grant Budget presentation**

Demonstrate Private Industry Financial Support (Membership Dues)

Grant Requirements: The Seminole County Tourism Office will retain one non-voting seat in the applying Main Street Board of Directors. Grant Funding will only be dispersed once the services have been rendered. Approved Invoices are to be submitted to the Seminole County Tourism Office for reimbursement.

Important dates/timeline to remember:

Marketing Committee Availability: Grant Applications must be approved by the TDC Marketing Committee. Grant applications will be subject to availability among the TDC Marketing Committee Agenda. Once approved by the marketing committee the Grant Application will then proceed to the TDC for review.

Tourist Development Council (TDC) Agenda Availability: Grant Applications must be approved by the TDC. Grant applications will be subject to availability among the TDC Agenda. Once approved by the TDC the Grant Application will then proceed to the Seminole County Board of County Commissioners for final review.

Note: Seminole County reserves the right to cancel any Main Street agreement at any time. Applications are to be submitted on a yearly basis. Decisions made by the TDC and/or Seminole County Board of County

Commissioners are final and will not be appealed in the same fiscal year. Applicants may reapply at the beginning of each fiscal year (October 1st).

SEMINOLE COUNTY TOURIST DEVELOPMENT TAX FLORIDA MAIN STREET GRANT

APPLICATION FORM AND INSTRUCTIONS

INTRODUCTION

The purpose of this document is to allow applicants to seek excess Tourist Development Tax (TDT) funding to attract and promote Florida Main Street District(s) held in Seminole County, Florida. Please be aware that excess TDT funding for new Main Street District(s) are NOT always available due to pre-existing funding commitments and changing TDT collections from year to year. Interested groups should contact Karen Aplin (KAplin@DoOrlandoNorth.com) to confirm that the Main Street District grant is available before submitting an application. This application is an evaluation tool only, and despite availability of funds at any given time, the County is not obligated to fund any Main Street District(s) at any time. The Seminole County Board of County Commissioners (BOCC) in consultation with the Seminole County Tourist Development Council (TDC) has goals for the use of TDT: 1) ensure compliance with Florida TDT statutorily allowed uses, 2) support Main Street District(s) that enhance the County economy by raising the profile of the community, attracting overnight visitors, and promoting the Seminole County economy including the vital tourism industry, and 3) provide partnership funding to the Main Street District that best use the TDT funding in connection with funding from other partners to deliver the proposed economic and/or promotional benefits. This application is a tool to evaluate the likelihood that proposals from Main Street District(s) will be able to best achieve the goals forth by the Seminole County BOCC and Seminole County TDC. The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes. Seminole County has a preference for partnerships among Main Street District(s) that are currently partnering with other municipalities and private businesses. The BCC and/or TDC may request further information or clarifications related to information in the application or for issues that arise during the evaluation. Successful applicants will be required to enter into a funding agreement with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Seminole County. A funding process can take several months or more so please plan accordingly. This application is for Florida Main Street District(s) located in Seminole County seeking TDT funds for their external marketing (over 75 mile radius) efforts.

Florida Main Street District TDT Grant Application

Main Street District Name	Sanford Main Street, Inc.
Address	230 E 1st Street
City	Sanford
State	FL
Zip Code	32771
Contact Person Name	Dan Ping
Contact Person Title	Executive Director
Contact Phone Number	407-710-2587
Main Street District Website	SanfordMainStreet.com

Do any employees of your organization work in any capacity for Seminole County government? (Any unresolved conflict of interest or conflict not reported in advance may result in termination of funding).	No
Is this a non-profit organization?	Yes
Tax Code Status	501(c)3
Is this organization tax exempt?	Yes
What is your Federal ID# as it appears on Form W-9?	59-319-1854
What are your target audiences?	The target audience state of Florida, and the NE corridor (DC to Boston) served by Amtrak, Auto Train and Allegiant airline
How do you intend to provide a valid estimated count of attendance and room nights at Main Street District's events?	Combination of web, traffic data, visitor surveys from Sanford Information Center, hotel surveys, Pacer AI data surveys, and TDC data.
Total amount of grant funding being requested from the County TDT for this Main Street District	$25,000
Intended Use of Funds Note: Please remember to	Marketing will be done through Google ads, social media and niche publications depending on activities being promoted (sailing, fishing, biking, etc.) Where possible, we will seek partnerships with entities like Visit Florida, Do Orlando North, as well as private industry, to expand our marketing reach.

attach itemized expenditures to be funded by this grant. If funding is for advertising, detail the media and/or publication(s), which will be used. Attach a complete pro forma budget for the event including a listing of all anticipated funding sources and expenditures. Will you be partnering for promotion with other local agency or group?	Lake Monroe Sailing Association regatta - $2,000 St Johns River Festival of the Arts - $2,000 Sanford Porchfest - $2,000 Hook'd on Lake Monroe fishing tournament $2,000 Love Your Shorts Film Festival - $2,000 Pints n' Paws craft beer festival - $2,000 Sofa n' Suds/Bad at Business Beer Fest weekend $2,000 Ghost Tours - $500 General promotion of Sanford Main Street District's Food and beverage scene, outdoor activities (Lake Monroe fishing and boating, RiverWalk, Trail Town biking) and history tours - $10,500
List all other **actual city/county/state/federal funding sources** for this Main Street District including any city/county funding. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Funding for the 2025–2026 budget year includes $24,000 from the Sanford Downtown CRA and $39,000 from the City of Sanford.
List all other **non governmental contributors, sponsors, and sources of funding** for this Main Street District other than government funding provided above and the TDT from Seminole County. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Board members, auxiliary board members (77 Army), business and residential supporters, sponsorships, events, and donations

What **additional sources of funding** have you sought or do you intend to seek outside of those listed above? NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Seminole Cultural Arts Council grant funding, Levitt Music Series grant funding, Verizon grant funding, United Arts of Central Florida grant funding.

List past Florida TDT funding (to include each year with Florida County, amount requested, amount granted, amount spent, and purpose).	We have received TDC funding every year since the 2020/2021 budget year. The first three years the amount was $50,000 annually. In 2023/2024 the amount was $30,000, and in 2024/2025 the amount was $25,000.
2023In this space, please give other details on your Main Street	Promoting Main Street businesses and events will lead to increased spending and the collection of more sales tax. Additionally, more traffic for a downtown has helped recruit additional private investment, both in property purchases and rehabilitation of buildings, which increases property taxes. A vibrant Sanford Main Street also helps recruit additional businesses to Sanford and Seminole County.

District that would add additional economic impact in Seminole County.		
What are your marketing, media, and advertising plans (local, regional, national, and/or international)? Will you be partnering for marketing, media, and advertising with another local agency or group?	Our marketing plans include regional and national advertising of events that lead to hotel stays, such as the Lake Monroe Sailing Association regatta, St Johns River Festival of the Arts, Sanford Porchfest, Hook'd on Lake Monroe fishing tournament, and Love Your Shorts Film Festival. These events draw regional, national and international visitors for multi-night stays. We will look for partnerships that offer value and audience for Sanford and Seminole County, such as private agencies, Do Orlando North and visit Florida.	
Tourist Development Tax Request	$25,000	
Contributors, sponsors	City of Sanford	$ 39,000

and other funding sources (include in-kind) NOTE: Failure to disclose other funding may result in denying future TDT funding of events.	Private Industry Support	$10,000
	Signature Event	$
	Seminole County TDT Grant	$25,000
	Advertising	$
	Sanford CRA	$24,000
		$
Total Contributor/Sponsor Funds	$ (total including TDT grant) 98,000 $ (total excluding TDT grant)73,000	
Other income sources (i.e. registration fees, ticket sales, concessions, vendor sales)	Membership Dues	$
	Event Sponsors	$
	Annual Donors	$
	Grants	$
		$
		$
		$
Total Other Income	$	
Total Income	$ (total including TDT grant) 98,000 $ (total excluding TDT grant)73,000	
Please list ALL Main Street District expenses and indicate which items will utilize TDT funds	Salary and Payroll cost	$ 63,000
	General & Admin	$5,000
	Advertising & Public Relations	$ 25,000
	Contingencies	$5,000

	Reserves	$
	Signature Event	$
Total Expense	$ 98,000	

Certifications (Pulled from Orange County TDT Grants)

I have reviewed this GRANT APPLICATION hereby submitted to Seminole County. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that Seminole County in making a grant for special promotions or other purposes does not assume any liability or responsibility for the ultimate financial profitability of the Main Street District for which the grant is awarded. The County, unless otherwise specifically stated, is only a financial contributor to the Main Street District and not a promoter or co sponsor, and will not guarantee or be responsible or liable for any debts or financial liability incurred. All third parties are hereby put on notice that the County will not be responsible for payment of any costs or debts for the Main Street District that are not paid by the grant applicant.

I understand the above guidelines and agree to comply with them. I understand full receipt of grant funding is based upon the organization's compliance with all regulations.

Authorized Agent: Dan Ping

Title: Executive Director

Agent Signature:

Board of Directors Authorized

Date: 08/06/2025

Additional Information and Clarification

Grant Impact, Support & Bidding:

1. Main Street District applicants may be required to give a presentation to Tourist Development Council at a regularly scheduled Seminole County TDC meeting and also may be required to present to the Seminole County BOCC as well.

2. The Main Street District applicant is required to list other financial support in addition to the requested TDT grant. Main Street District(s) that bring higher levels of partnership funding to leverage any TDT funding better meet the goals for TDT funding and may be more favorably evaluated than Main Street District(s) that do not.

The following requirements must be met in order to disburse funds:

1)The Grantee will expend funds in accordance with allowable expense items as indicated in the funding agreement: The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes.

Allowable Expenses (Outside of a 75 mile radius):

a.External Promotion, marketing & programming

b. External Paid advertising & media buys

c.Acquisition of agency to execute the external (Outside of 75 mile radius) marketing campaign

2)A successful grantee will be funded for and must demonstrate the proven payment of invoices that meet the allowable expenses in the funding agreement.

Proof of payment includes:

a) A copy of the invoice billed and paid by the Grantee and the accompanying Key Performance Indicators of the marketing acquisition

Form **990-N**

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2019

Open to Public Inspection

A For the **2019** Calendar year, or tax year beginning **2019-10-01** and ending **2020-09-30**

B Check if available

- ☐ **Terminated for Business**
- ☑ **Gross receipts are normally $50,000 or less**

C Name of Organization: **SANFORD MAIN STREET INC**

230 1st Street, Sanford, FL,
US, 32771

D Employee Identification Number **59-3191854**

E Website:

F Name of Principal Officer: **Christina Hollerbach**

230 1st Street, Sanford, FL,
US, 32771

Information Copy Do not send to IRS

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

CITY OF SANFORD
OFFICE OF THE MAYOR & CITY COMMISSION

July 31, 2025

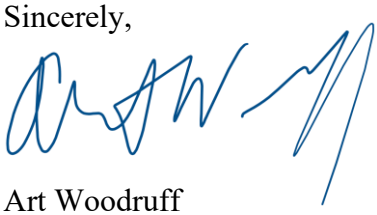
Brenda Urias, Chair
Seminole County Tourist Development Council
1055 AAA Drive
Heathrow, FL 32764

The city of Sanford supports Sanford Main Street, Inc. in its application for TDT funds to promote our Historic Downtown and attract more visitors to our restaurants, shops and attractions.

The city recently increased funding to Sanford Main Street to support its greater involvement in the economic vitality of Downtown Sanford. Sanford Main Street promotes and organizes events that bring people downtown, and operates the city's Information Center, which is a resource for the nearly 800,000 people who visit Downtown Sanford annually. This summer the organization spearheaded Sanford Sizzlin' Summer, a marketing campaign centered around fun things to do in Sanford during the slow summer months.

A TDT grant from the Seminole County Tourist Development Council would help Sanford Main Street continue its efforts to promote Downtown Sanford as a unique Seminole County destination.

Sincerely,



Art Woodruff
Mayor
art.woodruff@sanfordfl.gov

EXHIBIT B

INSURANCE REQUIREMENTS

SANFORD MAIN STREET, INC.

TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit B ~~

EXHIBIT"C"
REQUEST FOR FUNDS

SEMINOLE COUNTY GOVERNMENT
TOURIST DEVELOPMENT COUNCIL
1055 AAA Drive, Suite 149, Lake Mary, FL 32746

EVENT NAME TDT Main Street Grant

ORGANIZATION Sanford Main Street

STREET ADDRESS 230E 1st Street

CITY Sanford STATE FL ZIP 32771

NAMEOFCONTACT Dan Ping CONTACTPHONE 407-710-2587

CONTACT E-MAIL Director@SanfordMainStreet.com

EVENT DATE 10/1/2025 TO 9/30/2026

FROM REQUEST#

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT$____ _

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
$30,000	$30,000	$30,000
TOTALS	$30,000	$30,000

(For Final Report only) Please complete the following: Please see application for details

# of Hotels used

# of Hotel room nights

# of out-of-town participants

# of out-of-town fans

# of out-of-town media

Total direct economic impact$

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATE OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE TITLE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared,

_____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)

2. I am the _____ of _____.
(Write Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this ___ day of ____ ,20__ , by _____ .
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

File Number: 2025-856

Title:

Approve and authorize the Chairman to execute a tourism development tax funding agreement with Historic Goldsboro Main Street, Inc. in the amount of $30,000 for the FY26 funding allocation for marketing and advertising. Countywide **(Gui Cunha, Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Tourism

Authorized By:

Gui Cunha, Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

In 2020, Seminole County Tourism initiated a marketing and advertising grant to support local efforts to advertise events and other attractions to promote Seminole County to out-of-area visitors. Per section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act, the Tourist Development Tax (TDT) may be used to promote and advertise tourism to attract visitors.

Historic Goldsboro Main Street, Inc. is a 501(c)3 organization and Florida Not for Profit Corporation with a seven-member voting board and one ex-officio member. The Board includes one ex-officio seat for Seminole County Tourism.

Historic Goldsboro Main Street, Inc. is funded via multiple public and private sources, which include private industry financial support, events, and in-kind support from other groups or organizations. The City of Sanford works closely with Seminole County Tourism to encourage marketing of the City as a destination. This grant provides the City, County, and Goldsboro's business community with increased ownership over the marketing of local businesses and attractions.

Seminole County Tourism coordinates with Historic Goldsboro Main Street, Inc., to ensure advertising dollars are spent within Section 125.0104 parameters while also

aligning with Seminole County Tourism's overall marketing strategy.

Agreement terms include:

• Historic Goldsboro Main Street, Inc., may only use grant funds to promote out-of-county tourism. Funds may not be expended on wages or salaries, feasibility studies for facilities, or administrative expenses;

• Per Statute, funds must be used to market to visitors located outside of Seminole County;

•Historic Goldsboro Main Street, Inc., shall submit an advertisement and promotion copy paid for with TDT dollars to Seminole County Tourism for review and approval;

• Historic Goldsboro Main Street, Inc., shall provide and maintain an ex-officio seat on the Historic Goldsboro Main Street, Inc., Board for a representative of Seminole County Tourism staff; and

• Historic Goldsboro Main Street, Inc., shall provide quarterly Tourist Development Council meeting reports.

Tourist Development Council Recommendation:

At the August 17, 2023, meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $20,000 for this grant allocation for marketing and advertising.

At the August 15, 2024, meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $30,000 for this grant allocation for marketing and advertising.

At the August 21, 2025, meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $30,000 for this grant allocation for marketing and advertising.

Funding History:

FY 2023/24 $20,000

FY 2024/25 $30,000

The amount requested is budgeted in the FY2025/26 Tourism Development budget.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a tourism development tax funding agreement with Historic Goldsboro Main Street, Inc., in the

amount of $30,000 for the FY26 funding allocation for marketing and advertising.

HISTORIC GOLDSBORO MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2026

THIS AGREEMENT is made and entered this ____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **HISTORIC GOLDSBORO MAIN STREET, INC.**, a Florida not-for-profit corporation, whose principal address is 1213 Historic Goldsboro Boulevard, Sanford, Florida 32771, hereinafter referred to as "MAIN ST.".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and MAIN ST. agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2025, through September 30, 2026, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of COUNTY, immediately in the event that MAIN ST. fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received notice of termination. Upon said termination, MAIN ST. shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) MAIN ST. shall use funds from this Agreement in conjunction with monies granted by any public or private agency to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists, as set forth in Exhibit A attached hereto and incorporated herein.

(b) MAIN ST. shall be required to have and maintain a website for the purpose of promoting tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that MAIN ST. shall devote monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. MAIN ST. shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval.

Section 4. Membership. MAIN ST. shall provide and maintain one non-voting member seat on the Historic Goldsboro Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Liability and Indemnification.

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of MAIN ST. and its officers, employees, members and agents in the performance of services provided hereunder. MAIN ST. hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

(b) MAIN ST. further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY'S sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

Section 6. Insurance.

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

(1) MAIN ST. shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective

services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by MAIN ST. will relieve MAIN ST. of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

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

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, MAIN ST. shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability coverages.

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

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

Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by MAIN ST. pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by MAIN ST.

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

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MAIN ST. shall immediately notify COUNTY as soon as MAIN ST. has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MAIN ST. has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MAIN ST. will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the

standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

(D) If MAIN ST. asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2025), as this statute may be amended from time to time, MAIN ST. shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including MAIN ST., using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If MAIN ST.'s work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event MAIN ST. does not own automobiles, MAIN ST. shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If MAIN ST.'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MAIN ST.'s liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by MAIN ST. during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(1) receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit C, from MAIN ST. requesting the total contract amount as stated above in Exhibit A;

(2) verification by Seminole County Tourism Division that MAIN ST. is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter; and

(3) Payment requests shall be sent to:

Original: Director, Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

(b) If MAIN ST. misappropriates or misuses the funds provided herein, MAIN ST. shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 8. Reporting Requirements. In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Office of Economic Development and Tourism. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 9. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 10. Unavailability of Funds. MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there

are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 11. Public Records Law.

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

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

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

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

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

(4) Upon termination of this Agreement, MAIN ST. will transfer, at no cost to COUNTY, all public records in possession of MAIN ST., or keep and maintain public records

required by COUNTY under this Agreement. If MAIN ST. transfers all public records to COUNTY upon completion of this Agreement, MAIN ST. must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN ST. keeps and maintains the public records upon completion of this Agreement, MAIN ST. must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

Section 12. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Director
Seminole County Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

Section 13. Notices.

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

For COUNTY:

Director
Seminole County Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

For MAIN ST.:

President
Historic Goldsboro Main Street, Inc.
1213 Historic Goldsboro Boulevard
Sanford, Florida 32771

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

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

Section 14. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 15. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

Section 17. Conflict of Interest.

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

(b) MAIN ST. 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 five percent (5%)), either directly or indirectly, in the business of MAIN ST. to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

HISTORIC GOLDSBORO MAIN STREET, INC.

_____
Signature

By: _____
KENNETH BENTLEY, President

_____
Print Name

Date: _____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:

- Exhibit A – Seminole County Tourist Development Tax Grant Application - Historic Goldsboro Main Street
- Exhibit B – Insurance Requirements
- Exhibit C – Request for Funds Form
- Exhibit D - Foreign Country of Concern Affidavit

JBN/sa;
8/22/25
T:\Users\Legal Secretary CSB\Tourism\2025\Goldsboro Main Street FY 26\FY26 Goldsboro Main Street Funding Agreement - final.docx

ORLANDO NORTH
SEMINOLE COUNTY

Florida Main Street District
TDT Grant Application

Main Street District Historic Goldsboro Blvd:

Main Street District Date

919 South Persimmon Ave Historic Goldsboro Main Street District

Director: Kenneth Bentley

Director Contact Mr. Kenneth Bentley Blvd

Main Street District Address: 1213 Historic Goldsboro

Please use the following checklist as a guideline to ensure you are submitting and receiving all necessary paperwork for your Main Street:

- ☐ Complete **Main Street Grant Application**
- ☐ Provide **Florida Main Street Letter/Certificate of current Accreditation**
- ☐ Submit **Tax ID or IRS letter of non-profit tax-exempt status**
- ☐ Submit **Certified letter of support from municipality leadership**
- ☐ Submit **Tourism Impact study** (Hotel Room Count, Restaurant Count, Attractions, Visitor Surveys, any supplementing study to demonstrate impact of the tourism industry within your Main Street District)
- ☐ Submit current **Marketing Plan, Organizational Outline (Board Members), and Detailed Grant Budget presentation**
- ☐ Demonstrate Private Industry Financial Support (Membership Dues)

Grant Requirements: The Seminole County Tourism Office will retain one non-voting seat in the applying Main Street Board of Directors. Grant Funding will only be dispersed once the services have been rendered. Approved Invoices are to be submitted to the Seminole County Tourism Office for reimbursement.

Important dates/timeline to remember:

Marketing Committee Availability: Grant Applications must be approved by the TDC Marketing Committee. Grant applications will be subject to availability among the TDC Marketing Committee Agenda. Once approved

y the marketing committee the Grant Application will then proceed to the TDC for review.

Tourist Development Council (TDC) Agenda Availability: Grant Applications must be approved by the TDC. Grant applications will be subject to availability among the TDC Agenda. Once approved by the TDC the Grant Application will then proceed to the Seminole County Board of County Commissioners for final review.

Note: Seminole County reserves the right to cancel any Main Street agreement at any time. Applications are to be submitted on a yearly basis. Decisions made by the TDC and/or Seminole County Board of County Commissioners are final and will not be appealed in the same fiscal year. Applicants may reapply at the beginning of each fiscal year (October 1st).

SEMINOLE COUNTY TOURIST DEVELOPMENT TAX FLORIDA MAIN STREET GRANT

APPLICATION FORM AND INSTRUCTIONS

INTRODUCTION

The purpose of this document is to allow applicants to seek excess Tourist Development Tax (TDT) funding to attract and promote Florida Main Street District(s) held in Seminole County, Florida. Please be aware that excess TDT funding for new Main Street District(s) are NOT always available due to pre-existing funding commitments and changing TDT collections from year to year. Interested groups should contact Karen Aplin (KAplin@DoOrlandoNorth.com) to confirm that the Main Street District grant is available before submitting an application. This application is an evaluation tool only, and despite availability of funds at any given time, the County is not obligated to fund any Main Street District(s) at any time. The Seminole County Board of County Commissioners (BOCC) in consultation with the Seminole County Tourist Development Council (TDC) has goals for the use of TDT: 1) ensure compliance with Florida TDT statutorily allowed uses, 2) support Main Street District(s) that enhance the County economy by raising the profile of the community, attracting overnight visitors, and promoting the Seminole County economy including the vital tourism industry, and 3) provide partnership funding to the Main Street District that best use the TDT funding in connection with funding from other partners to deliver the proposed economic and/or promotional benefits. This application is a tool to evaluate the likelihood that proposals from Main Street District(s) will be able to best achieve the goals forth by the Seminole County BOCC and Seminole County TDC. The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes. Seminole County has a preference for partnerships among Main Street District(s) that are currently partnering with other municipalities and private businesses. The BCC and/or TDC may request further information or clarifications related to information in the application or for issues that arise during the evaluation. Successful applicants will be required to enter into a funding agreement with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Seminole County. A funding process can take several months or more so please plan accordingly. This application is for Florida Main Street District(s) located in Seminole County seeking TDT funds for their external marketing (over 75 mile radius) efforts.

Florida Main Street
District TDT Grant
Application

Main Street District Name	Historic Goldsboro Main Street
Address	
City	Sanford
State	Florida
Zip Code	32771
Contact Person Name	Kenneth Bentley
Contact Person Title	Chairman
Contact Phone Number	321-262-5075
Main Street District Website	HistoricGoldsboroMainStreet.org
Do any employees of your organization work in any capacity for Seminole County government? (Any unresolved conflict of interest or conflict not reported in advance may result in termination of funding).	No
Is this a non-profit organization?	Yes, organized as a 501 (c) (3)
Tax Code Status	Non-Profit 501 (c) (3)
Is this organization tax exempt?	Yes
What is your Federal ID# as it appears on Form W-9?	88-2542923
What are your target audiences?	Our target audiences will be visitors from neighboring cities 75 miles outside of Seminole County that will travel here for either family, business, religious and/or recreational activities or events. Cities with similar diverse History will greatly benefit from touring our Historic areas. Also, outreach recruitment of visitors/travelers from the Orlando Sanford International Airport and Amtrak Auto Train will be our primary focus.
How do you intend to provide a valid estimated count of attendance and	Developing partnerships with community planners, hotel marketing representative and, also Orlando Sanford International Airport and Amtrak Auto Train

room nights at Main Street District's events?	marketing representatives to acquire accurate, and pertinent data regarding visitors and hotel stay. Also, seek pre/post registration data from community planners of possible special events listed below: • Class Reunions • Family Reunions • Churches Conventions • MLK day Parade and Reception • Weddings • Receptions • Live Entertainment Events • Police and Fireman Public safety Building located on Historic Goldsboro Blvd • And other special events held at the Dr. Velma H. Williams Westside Community Centers • Annual Juneteenth Celebration • Annual Historic Goldsboro Art Walk and Show • Annual Founders Day • Annual SAGE stop for the Hopper Bike Ride for Freedom • Bo-Key Riders Bike Fest Spring Break in March and Bike Tober Fest in the month of October • Walking Tours and Oral Presentation Goldsboro is an extremely close community therefore; we expect that our businesses, churches and community centers will share in the attendance count of the visitors that have overnight Hotel and Motel stays. In addition, Goldsboro Main Street will maintain an on-going record of data recorded from partners and will offer some free special events and activities for the visitors that stay overnight at our Hotels and Motels.
Total amount of grant funding being requested from the County TDT for this Main Street District	$30,000
Intended Use of Funds Note: Please remember	The Goldsboro Main Street funds are intended to be only used for promotion, marketing, and advertising

to	expenses 75 miles outside of Seminole County. The purpose is to reach and attract visitors outside of Seminole, Orange, Osceola and Volusia County. The media to be used will include; social media, broadcast station, local and state newspapers, radio stations, Web-sites, crowd-sourcing. We will work closely with Chamber of Commerce, and Welcome Centers in those cities.

Attach a complete pro forma budget for the event including a listing of all anticipated funding sources and expenditures. Will you be partnering for promotion with other local agency or group?	Will partner with Goldsboro Front Porch Inc., Area Chamber of Commerce, Sanford Police Department, Sanford Fire Department and Sanford Main Street Inc., City of Sanford Redevelopment Agency and Sanford Sheriff's Office
List all other **actual city/county/state/federal funding sources** for this Main Street District including any city/county funding. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	This is the third-year application for the Historic Goldsboro Main Street program. Main Street received $30,000 from the City of Sanford. For the 2024 and 2025 fiscal year
List all other **non-governmental contributors, sponsors, and sources of funding** for this Main Street District other than government funding provided above and the TDT from Seminole County. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Local Business Owners, Donations, Goldsboro Main Street Members Contribution, and Residence from Community. Funding Sources: Seminole County Sheriff Department Dr. Willie B. Sherman, Dentist Dr. Vashaun Williams, Psychiatrist Calvary Temple of Praise Church Greater New Mount Calvary Church Allan Chapel Church

	True Health Department Bo-Key Riders Crooms High School
What **additional sources of funding** have you sought or do you intend to seek outside of those listed above? NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Seeking funds and donation from local Restaurants, Churches, Police and Fire Departments. And activities sponsored at the Dr. Velma H. Williams Westside Community Center. Seeking funds from several grants: The Kellogg Foundation, Grant from PNC Bank and a Grant from Florida Blue Seeking grant funding from Seacoast Bank, Well Fargo Bank, Seeking Funds from the Big Blue Foundations, the National Entrepreneur Center and FEAM
List past Florida TDT funding (to include each year with Florida County, amount requested, amount granted, amount spent, and purpose).	In 2023 We requested $25,000 and received $20,000. and all the funds were spent. In 2024 We requested $30,000 and received the full amount, and most of the funds are allocated. This is the third year for Historic Goldsboro Main Street to submit this application. And we are requesting $30,000.
In this space, please give other details on your Main Street District that would add additional economic impact in Seminole County.	The promotion, marketing and advertising campaign for Historic Goldsboro Main Street will create excitement, positive energy and enthusiasm for Goldsboro while generating extra revenue for the local businesses. Also, the Churches and residents will benefit from the increased activity in the area. It will bring people, traffic and commerce back to Historic Goldsboro, while revitalizing and creating jobs for the Goldsboro area.

	Attracting tourist will boost the economy, and give economic vitality, by improving and preserving the Historic builds and land scape. It will strengthen	

	existing businesses and recruiter new business and serve as a magnet to bring visitors from all walks of life. Businesses real-estate will improve. And gainful employment for the residents will become readily available.		
What are your marketing, media, and advertising plans (local, regional, national, and/or international)? Will you be partnering for marketing, media, and advertising with another local agency or group?	Plans will include; local and regional marking, social media, radio marketing, and Area Chamber of Commerce and Welcome Centers outside the 75 mile radius. The primary target audience will be FL including Tallahassee, Tampa, Miami, St. Augustine and Jacksonville residents as well as those individuals traveling through Sanford by Amtrak Auto Train, and Airplane. From the Orlando/Sanford International Airport. Also, this year we have partnered with Tampa's Main Street to participate in their annual SOULWALK which shares their history and growth in return Tampa will visit our Goldsboro Main Street during our January Founders Day and Art Walk and Show. We also are in collaboration with Deuces Live St. Pete Main Street, Main Street Fort Pierce, Palmetto Down Town Main Street, Over Town Main Street, Florida Ave Main Street, and Lincoln Park Main Street. The goal is to have the above listed Main Streets visit our Main Street activities and spend the night in Seminole County. Develop Marketing Partnering relationship with Mr. Steve Fussell, Marking Director from O.S.I, and the Marketing Director from Amtrak Auto Train, Mr. Dexter Martinez.		
Tourist Development Tax Request	$30,000	Actual	Proposed $30,000
Contributors, sponsors and other funding sources (include in-kind) NOTE: Failure to disclose other funding may result in denying future TDT funding of events.	City of Sanford	$ 0,000	$0,000
	Private Industry Support		$2,500
	Signature Event	$2,000	$6,000
	Seminole County TDT Grant	$30,000	$30,000
	In-Kind Work Experience, Education, Volunteer Service/Board Members	$20,000	$20,000
	In-Kind Facility Utilities, Office Supplies, Materials, Equipment and Insurance	$15,000	$15,000

Total Contributor/Sponsor Funds	$67,000 (total including TDT grant) $67,000 (total excluding TDT grant) (Proposed)		
	Event Sponsors	$1,000	$5,000
	Annual Donors	$2,000	$5,000
Total Other Income	$67,000		Proposed
Total Income	$67,000 (total including TDT grant) $37,000 (total excluding TDT grant)		
Please list ALL Main Street District expenses and indicate which items will utilize TDT funds			$24,000
	Salary and Payroll Cost	$0.000	
	General & Admin	$0,000	$6,000
	Advertising & Public Relations	$30,000 (TDT funds)	$30,000
	Contingencies	$10.000	$10,000
	Reserves	$2000	$2000
	Anticipated Signature Event	$4,000	$4000
Actual Total		$46,000	
Proposed			$76,000
Total Expensed = Actual and Proposed			$122,000

Certifications (Pulled from Orange County TDT Grants)

I have reviewed this GRANT APPLICATION hereby submitted to Seminole County. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that Seminole County in making a grant for special promotions or other purposes does not assume any liability or responsibility for the ultimate financial profitability of the Main Street District for which the grant is awarded. The County, unless otherwise specifically stated, is only a financial contributor to the Main Street District and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts or financial liability incurred. All third parties are hereby put on notice that the County will not be responsible for payment of any costs or debts for the Main Street District that are not paid by the grant applicant.

I understand the above guidelines and agree to comply with them. I understand full receipt of grant funding is based upon the organization's compliance with all regulations.

Authorized Agent: Mr. Kenneth Bentley

Apprentice Main Street Program

Chairman: Mr. Kenneth Bentley

Title: Goldsboro Front Porch

Board of Directors Authorized Agent

Signature:

Date: 07/28/2024

Additional Information and Clarification

Grant Impact, Support & Bidding:

1. Main Street District applicants may be required to give a presentation to Tourist Development Council at a regularly scheduled Seminole County TDC meeting and also may be required to present to the Seminole County BOCC as well.

2. The Main Street District applicant is required to list other financial support in addition to the requested TDT grant. Main Street District(s) that bring higher levels of partnership funding to leverage any TDT funding better meet the goals for TDT funding and may be more favorably evaluated than Main Street District(s) that do not.

The following requirements must be met in order to disburse funds:

1) The Grantee will expend funds in accordance with allowable expense items as indicated in the funding agreement: The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes.

Allowable Expenses (Outside of a 75 mile radius):

a. External Promotion, marketing & programming

b. External Paid advertising & media buys

c. Acquisition of agency to execute the external (Outside of 75 mile radius) marketing campaign

2) A successful grantee will be funded for and must demonstrate the proven payment of invoices that meet the allowable expenses in the funding agreement.

Proof of payment includes:

a) A copy of the invoice billed and paid by the Grantee and the accompanying Key Performance Indicators of the marketing acquisition

FLORIDA DEPARTMENT of STATE

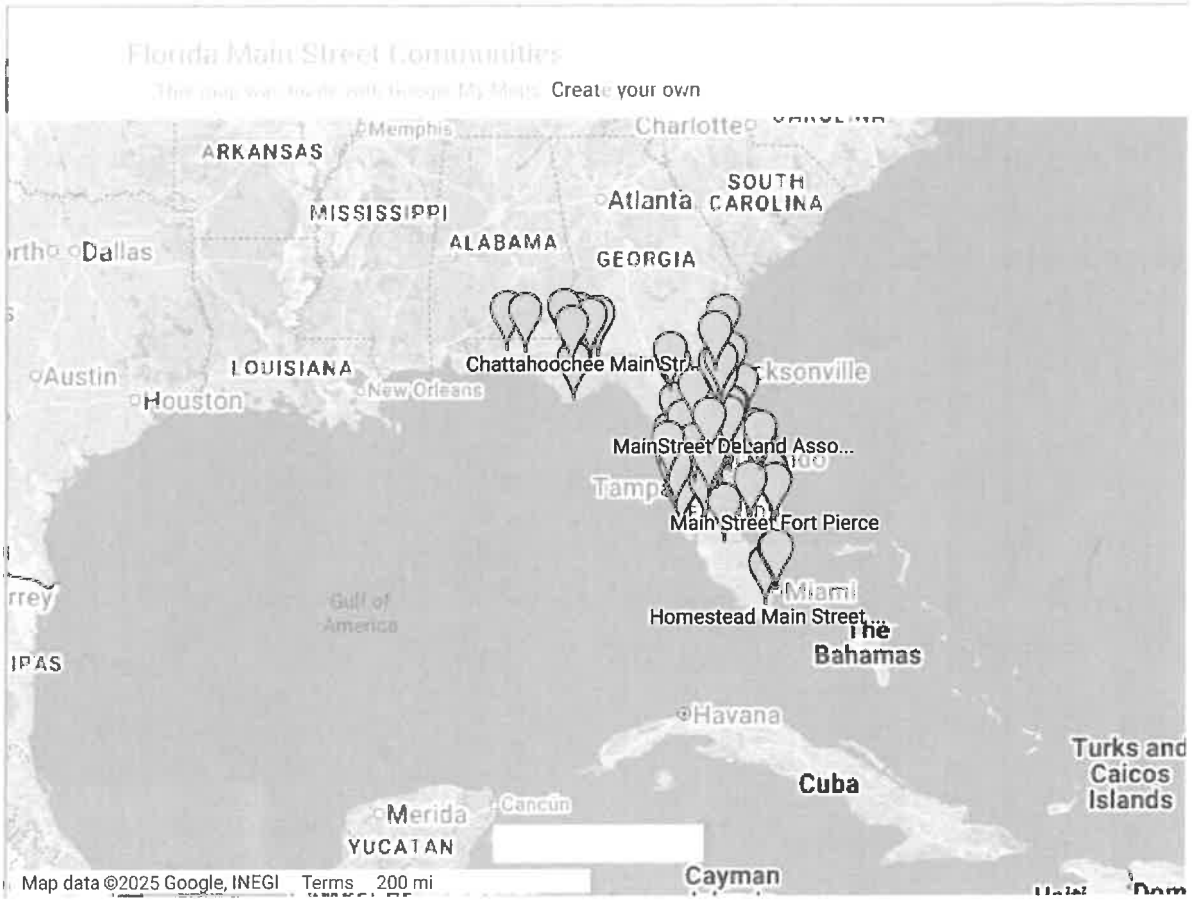
Para español, seleccione de la lista Select Language Powered by Google Translate

Department of State / Division of Historical Resources / Preservation / Florida Main Street / Communities

Communities

OUR COMMUNITIES

Florida Main Street is dedicated to revitalizing communities across the state. The cumulative success of the Main Street Programs at the local level has earned this revitalization strategy the reputation as one of the most powerful economic tools in the nation.



Accredited Communities:

- Allapattah Main Street*
- Arcadia Main Street
- Main Street Bartow*
- Brooksville Main Street*
- Chattahoochee Main Street
- Clermont Main Street*
- Cocoa Beach Main Street*
- Historic Cocoa Village Main Street*
- Crescent City Downtown Partnership
- Main Street Crestview*
- Crystal River Main Street*
- Main Street DeFuniak Springs*
- MainStreet DeLand Association*
- Deuces Live St. Pete*
- Eau Gallie Arts District (EGAD) Main Street*
- Fernandina Beach Main Street*

- Main Street Fort Pierce*
- Havana Main Street
- Lake Wales Main Street*
- Main Street Marianna*
- Melbourne Main Street*
- New Port Richey Main Street*
- Okeechobee Main Street
- Ormond Beach MainStreet*
- Palmetto Downtown Main Street
- Plant City Main Street*
- Quincy Main Street
- St. Cloud Main Street*
- Stuart Main Street*
- Main Street Vero Beach*
- Vilano Beach Main Street
- Main Street Wauchula*
- Main Street Zephyrhills*

Note: * Denotes Dual Main Street America Accreditation.

The Main Street America™ standards of performance—used for designating programs as Main Street America™ Accredited members—were developed by the National Main Street Center and our Coordinating Program partners. Main Street America™ designation at the Accredited level is available to programs affiliated with a Coordinating Program. To see the criteria for accreditation, click HERE (/media/700116/accreditation_standards.pdf).

Affiliate Communities:

- (https://www.facebook.com/mainstreetblountstown/)Apalachicola Main Street (https://www.facebook.com/mainstreetblountstown/)
- Main Street Blountstown
- Main Street Fort Meade
- The Historic Goldsboro Main Street
- Homestead Main Street
- Kissimmee Main Street
- LaBelle Downtown Revitalization Corporation
- Lincoln Park Main Street (https://cocoabeachmainstreet.org/) (https://www.facebook.com/Cocoa.Beach.Main.Street/)
- Newberry Main Street
- Ocala Main Street (https://newberrymainstreet.com/)
- Overtown Main Street

- Main Street Palatka
- Downtown Palm Harbor (https://www.visitvenicefl.org/)
- Sanford Main Street
- Venice Main Street
- Main Street Winter Haven

Apprentice Communities: Communities within their first three years of the Florida Main Street program.

- Hastings Main Street
- Florida Avenue Main Street
- Fort White Main Street
- Park Avenue District (Winter Park)

(https://www.facebook.com/FloridaMainStreet/) (https://www.instagram.com/floridamainstreet)

Ron DeSantis, Governor

Cord Byrd, Secretary of State

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Florida Department of State

Phone: 850.245.6500

R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FLORIDA GOLDSBORO MAIN STREET
1213 HISTORIC GOLDSBORO BLVD
SANFORD, FL 32771-2703

Date:
05/08/2025
Employer ID number:
88-2542923
Person to contact:
Name: B. Felton
ID number: 0250706
Telephone: (877) 829-5500
Accounting period ending:
June 30
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053480005175

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Sunbiz.org Division of Corporations

Detail by Entity Name

Florida Not For Profit Corporation
HISTORIC GOLDSBORO MAIN STREET INC.

Filing Information

Document Number	N22000004267
FEI/EIN Number	88-2542923
Date Filed	04/15/2022
Effective Date	04/11/2022
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	06/12/2024
Event Effective Date	NONE

Principal Address

1213 HISTORIC GOLDSBORO BLVD.
SANFORD, FL 32771 UN

Mailing Address

1213 HISTORIC GOLDSBORO BLVD.
SANFORD, FL 32771 UN

Registered Agent Name & Address

DAVIS, JOYCE
709 E. 6TH STREET
SANFORD, FL 32771

Officer/Director Detail

Name & Address

Title P

BENTLEY, KENNETH
1118 SOUTH PERSIMMON AVE..
SANFORD, FL 32771

Title VP

WILLIAMS, VELMA
1605 W. 17TH STREET
SANFORD, FL 32771

Title SECY

WESLEY, NICOLE
1217 GOLDEN GATE CIR.
SANFORD, FL 32771

Title TR

DAVIS, JOYCE
709 E. 6TH STREET
SANFORD, FL 32771

Title COC

MILLER, ALGERINE
1703 SOUTHWEST RD.
SANFORD, FL 32771

Title PARLIAMENT

MELTON, EARTHA
1601 WEST 18TH STREET
SANFORD, FL 32771

Title Parliamentarian

Melton, Eartha
1601 West 18th Street
Sanford, FL

Title PARLIAMC

MELTON, EARTHA
1601 WEST 18TH STREET
SANDFORD, FL 32771

Annual Reports

Report Year	Filed Date
2023	07/21/2023
2024	04/10/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT	View image in PDF format
06/12/2024 -- Amendment and Name Change	View image in PDF format
04/10/2024 -- ANNUAL REPORT	View image in PDF format
07/21/2023 -- ANNUAL REPORT	View image in PDF format
04/15/2022 -- Domestic Non-Profit	View image in PDF format

CITY OF SANFORD
ECONOMIC DEVELOPMENT DEPARTMENT

July 28, 2025

Tourist Development Council

Dear Members of the Tourist Development Council,

I am writing to express my strong support for Goldsboro Main Street and their application for a Tourist Development Grant.

As Director of Economic Development for the City of Sanford, I have witnessed firsthand the efforts in Technical Assistance, Workshops, and Events, Goldsboro Main Street has had on our local economy.

Goldsboro Mainstreet has a proven track record of organizing high-quality events that align with our region's tourism goals. I recently met with them on expanding the reach of the organization, and look forward to great things moving forward.

I strongly endorse Goldsboro Mainstreet and urge your favorable consideration of their application.

Sincerely,

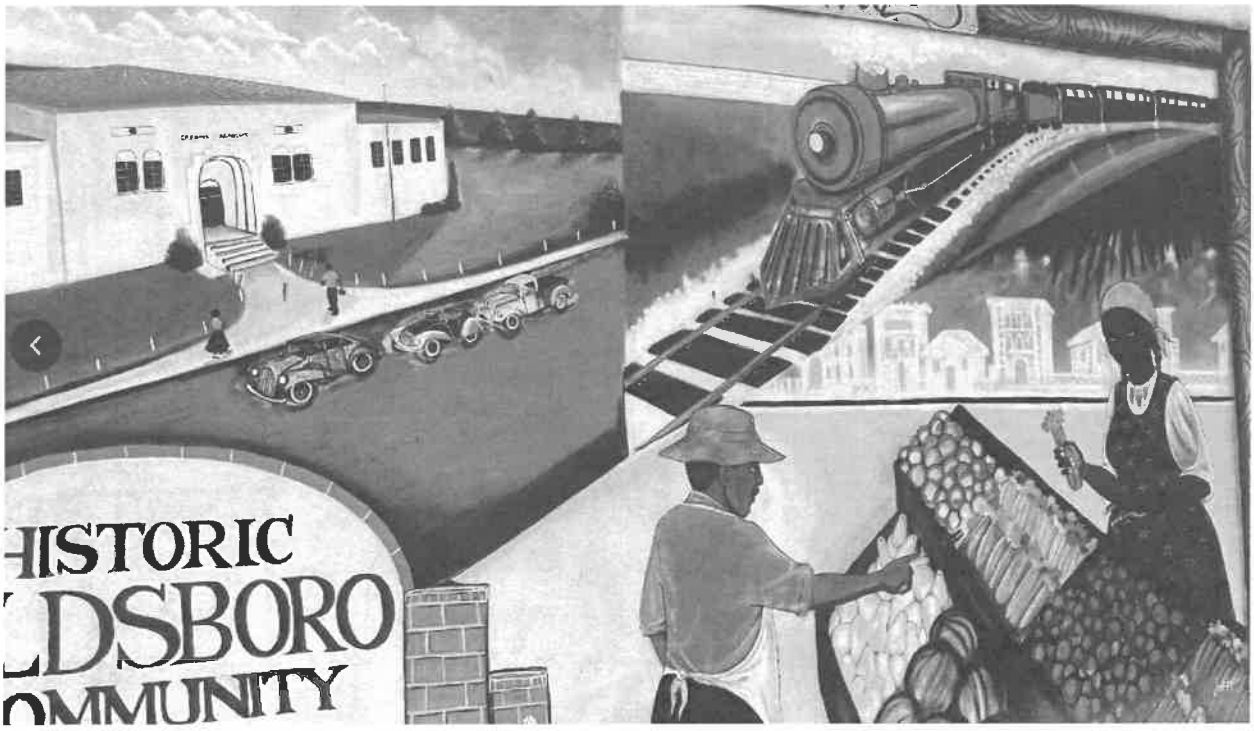
Brady Lessard
Director of Economic Development
City of Sanford, Florida

Art Woodruff, Mayor
Sheena Britton, District 1
Kerry S. Wiggins, Sr., District 2
Patrick Austin, District 3
Claudia Thomas, District 4
Norton N. Bonaparte, Jr., City Manager

City Hall, 2nd Floor • 300 N. Park Avenue • Sanford, FL 32771-1244 • PO Box 1788 • Sanford FL. 32772-1788
p. 407.688.5007 • f. 407.688.5002 • sanfordfl.gov

Mission and Goals

The mission of the Council shall be to seek to advance the targeted community of Goldsboro that will release the power of the community to rebuild our neighborhood through a redevelopment process that is neighborhood asset-based, community-focused, and relationship-driven. To this end: The council's principles are to (1) Improve schools; (2) Reduce crime; (3) Increase economic opportunities; (4) Provide infrastructure opportunities; (5) Provide affordable housing opportunities; (6) Create an environment that fosters healthy families and vital communities.



Historic Goldsboro Main Street
Board Members
Community

Chairman

Kenneth Bentley

Vice Chairman

Dr. Velma Williams

Interim Executive Director

Anthony Brown

Secretary

Nicole Wesley

Treasurer

Joyce Davis

Members

Algerine Miller

Eartha Melton

Volunteers

Brandon Hanshaw

Clayton Donnan

EXHIBIT B

INSURANCE REQUIREMENTS

HISTORIC GOLDSBORO MAIN STREET, INC

TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit B ~~

EXHIBIT"C"
REQUEST FOR FUNDS

SEMINOLE COUNTY GOVERNMENT
TOURIST DEVELOPMENT COUNCIL
1055 AAA Drive, Suite 149, Lake Mary, FL 32746

EVENT NAME TDT Main Street Grant

ORGANIZATION Historic Goldsboro Main Street

STREET ADDRESS 1213 Historic Goldsboro Blvd

CITY Sanford STATE FL ZIP 32771

NAMEOFCONTACT Kenneth Bentley CONTACTPHONE 321-262-5075

CONTACT E-MAIL kenneth_bentley@scps.k12.fl.us

EVENT DATE 10/1/2025 TO 9/30/2026

FROM REQUEST#

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT$____ _

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
$30,000	$30,000	$30,000
TOTALS	$30,000	$30,000

(For Final Report only) Please complete the following: Please see application for details

# of Hotels used

# of Hotel room nights

# of out-of-town participants

# of out-of-town fans

# of out-of-town media

Total direct economic impact$

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATE OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE TITLE

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared,

_____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)

2. I am the _____ of _____.
(Write Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this ___ day of ____ ,20__ , by _____ .
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

File Number: 2025-957

Title:

Approve and authorize the Chairman to execute the Seminole County Government - Orlando Economic Partnership, Inc., Master Services Agreement in the amount of $406,490.00 per year for Fiscal Years 2025/26, 2026/27, and 2027/28 for the purpose of providing economic development services in Seminole County, Florida. Countywide **(Gui Cunha, Director Office of Economic Development and Tourism)**

Division:

Office of Economic Development and Tourism - Economic Development

Authorized By:

Gui Cunha, Director, Office of Economic Development and Tourism

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The Orlando Economic Partnership is a not-for-profit, public/private partnership that offers a full range of economic development services to businesses seeking to locate or expand in Central Florida. The organization’s top priorities include creating high-wage, high-value jobs, expanding Central Florida’s global reach and competitiveness, supporting and enhancing education preparedness in the talent pipeline, strengthening advocacy for improved infrastructure and community resources, and creating an enviable quality of life that is broad-based and sustainable.

A variety of economic development performance standards are outlined in the Agreement, all related to the goal of supporting Seminole County with diversification and expansion of the local economy.

Performance standards include:

Promote Seminole County as a location for business operations, economic development, branching, and employment through its local, national, and international marketing campaigns;

Provide notification to Seminole County Economic Development of prospective businesses and include a County representative in meetings, tours, and other relevant discussions and communications;

Provide quarterly performance reports;

Provide an annual briefing to the Board of County Commissioners;

Provide exposure and marketing of available office and industrial real estate within Seminole County;

Serve as a resource for economic development data, demographics, marketing, and advertising;

Provide a seat for a member of the BCC County Commissioner to serve on the Orlando Economic Partnership Board of Directors.

The funding request is for a three-year period, in these amounts: $406,490.00 for Fiscal Year 2025/26 in four quarterly payments; $418,684.70 for Fiscal Year 2026/27 in four quarterly payments; and $431,245.21 for Fiscal Year 2027/28 in four quarterly payments.

The 2025/26 fee has been budgeted within the County's Economic Development budget and remains flat with the previous investment year. The following years' amounts are subject to appropriation by the Board of County Commissioners annually.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the Seminole County Government - Orlando Economic Partnership, Inc., Master Services Agreement in the amount of $406,490.00 per year for Fiscal Years 2025/26, 2026/27, and 2027/28 for the purpose of providing economic development services in Seminole County, Florida.

MASTER SERVICES AGREEMENT
ORLANDO ECONOMIC PARTNERSHIP, INC.
FISCAL YEAR 2026-2028

THIS **MASTER SERVICES AGREEMENT** ("Agreement"), is entered into as of this ____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY") and **ORLANDO ECONOMIC PARTNERSHIP, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, whose primary address is 200 South Orange Avenue, Suite 200, Orlando, Florida, 32801 (hereinafter referred to as the ("PARTNERSHIP").

W I T N E S S E T H:

WHEREAS, COUNTY finds that providing information, data, marketing and advertising services by PARTNERSHIP to promote Seminole County as a location for businesses and economic development opportunities serves a valid public purpose under the laws of the State of Florida; and

WHEREAS, PARTNERSHIP performs such services in the course of its activities and operations; has established a record of reference information useful to its prospects; has hired a significant full-time professional staff to accomplish its mission, and COUNTY desires to contract with PARTNERSHIP to perform such services for COUNTY; and

WHEREAS, COUNTY finds that PARTNERSHIP is performing services that are not rendered by COUNTY. COUNTY further finds that PARTNERSHIP is not the alter ego of COUNTY, but PARTNERSHIP is an independent contractor being paid for certain services of COUNTY; and

WHEREAS, the Economic Development Commission of Mid-Florida, Incorporated, a legacy organization preceding the Orlando Economic Partnership, was created pursuant to those certain

Articles of Incorporation dated October 7, 1977, and has been providing the services described herein for over thirty (30) years to local governments in Central Florida.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Section 1. Services to be Performed.

(a) PARTNERSHIP shall provide the following services:

(1) Promote COUNTY as a location for business operations, economic development, branching and employment through its local, national and international marketing campaigns. Proof of this promotion will be required in an annual report and may include but is not limited to: PDFs or other digital files of print collateral, screenshots of online-available collateral and/or email campaigns. The promotional materials provided must showcase information and/or graphics of Seminole County logos, taglines or other County-specific assets.

(2) Notification of leads, projects, and business intelligence for COUNTY.

(A) Following initial communication of interest in COUNTY and with consent of the prospective business, all meetings, conferences calls, tours, and relevant communications related to Seminole County opportunities, including those with prospective businesses, current businesses, business retention and expansion interviews, events, and business intelligence that could impact COUNTY's ability to attract or retain business shall include a representative of the Office of Seminole County Economic Development. If COUNTY Economic Development representative cannot attend due to short notice, PARTNERSHIP must notify the COUNTY Economic Development representative as soon as possible thereafter with a summary of the meeting/call/tour while honoring Florida Statute 288.075, Confidentiality of Records, when a business owner/representative requests said confidentiality in writing. Proof of initial communications

with County potential leads shall be provided in quarterly reports and may include: PDFs of email communications or short, written summaries of phone calls/web conferences between OEP and interested parties. Summaries should include feedback on Seminole County specifically, whether in favor of locating in the County or reasons for lack of interest in further pursuit of locating within the County. Once a determination of location is shared with PARTNERSHIP by the business owner/representative, notification of the location chosen, whether within or outside of Seminole County, must be provided to the County Economic Development representative.

(B) Once a determination of location is shared with PARTNERSHIP by the business owner/representative, notification of the location chosen, whether within or outside of Seminole County, must be provided to the County Economic Development representative.

(3) Provide quarterly reports to COUNTY in a mutually agreed upon format as outlined in this agreement, which shall include:

(A) COUNTY specific pipeline/project leads;

(B) Percentage of project leads for COUNTY as compared to the region;

(C) COUNTY specific information related to: projects established, new jobs created, businesses retained, capital investment, technical assists, lead generation, project comparisons (year-over-year), average wage, content created, and media metrics.

(4) Provide an annual update at a Board of County Commissioners meeting, to be scheduled through the Director of Economic Development and Tourism. Annual update shall include Seminole County 12-months past performance metrics, future projects leads/pipeline (while honoring Section 288.075, Confidentiality of Records, Florida Statutes) and regional efforts for which PARTNERSHIP is advocating, such as transportation, infrastructure, workforce, affordable housing,

development, and all other programs and initiatives that are regional in scope.

(5) Provide one-on-one quarterly briefing to Commissioners for those that request a briefing. PARTNERSHIP representatives shall work through the Director of Economic Development and Tourism to schedule briefings, which may be in-person or virtual.

(6) Provide exposure and marketing of Seminole County's office and industrial real estate through a GIS-enabled commercial property search feature on PARTNERSHIP's website. Serve as an information source and point of contact for realtors, developers, corporations, management consultants, site selection consultants, and other representatives interested in economic development.

(7) Provide COUNTY with information regarding any matters that could adversely impact COUNTY's ability to attract or retain business.

(8) Serve as resource for economic development data, including demographics, commercial/residential properties, market data, and marketing and advertising expertise. Meet with representative from COUNTY Economic Development annually to discuss data and information services available to COUNTY through PARTNERSHIP.

(9) Promote Seminole County to the motion picture and television industry as a location for production. In that capacity, PARTNERSHIP will coordinate permitting activity with COUNTY staff so as to expedite the needs of producers and directors. All permitting must comply with the Seminole County Code of Ordinance. COUNTY is responsible for providing appropriate staff contact(s) within COUNTY to PARTNERSHIP on an annual basis, or when contact(s) change. PARTNERSHIP is responsible for ensuring COUNTY Economic Development representative is aware of permitting activity by copying COUNTY Economic Development representative on all electronic communications. Production leads shall be chronicled in the annual report delivered to the COUNTY,

including but not limited to the following details: organization name, location of organization headquarters, genre of filmed production, assets and attributes sought for filming, and a brief summary of why the production did or did not take place in Seminole County.

(10) Coordinate with staff of COUNTY, as well as with other business and trade groups, to achieve cooperation and communication on business and economic development matters.

(11) Provide for a COUNTY Commissioner to serve on PARTNERSHIP's Board of Directors.

(12) Each Seminole County Commissioner will receive OEP's monthly Metropolitan Statistical Area Market Update. The PARTNERSHIP's MSA Market Update contains OEP's Market Intelligence team's signature monthly assessment of current economic conditions in the four-County Orlando Metropolitan Statistical Area (MSA). The Market Update draws from the most recent economic data and local intelligence available at time of preparation.

(13) Support the COUNTY in person via at least monthly, regular visits by the PARTNERSHIP to the COUNTY's Heathrow office for Economic Development Updates, as well as to visit County-based assets and gain a local perspective.

(14) Support the COUNTY's business community through sponsorship of an attendee to the Executive Leadership Mission (ELM) each fiscal year. The Chair, or their designee, will represent the County for the ELM trip.

(15) Provide complementary admission to the Partnership's Signature Events within the region for up to ten designated persons selected by the COUNTY. PARTNERSHIP signature events include, but are not limited to, the Annual Dinner and Awards Program and the Annual Barbeque networking event.

(b) PARTNERSHIP has created a three-year mission ("OEP Business Plan") outlining the desired objectives and key results. A copy of this tactical plan, which shall include metrics and measurable goals, is attached hereto as Exhibit A and incorporated herein by reference. PARTNERSHIP agrees to use its commercially reasonable efforts to attain such goals and targets in connection with the performance of the services described in Section 1, above.

(c) PARTNERSHIP shall notify COUNTY if sufficient staff, facilities or equipment necessary to deliver the agreed upon services cannot be maintained, at which time this Agreement may be modified or terminated by the parties. Failure to notify COUNTY of any such deficiencies, or to adequately provide the services described above, shall be a breach of this Agreement and a ground for termination. The determination of whether services have not been adequately provided shall be made upon majority vote of the COUNTY's governing board after notice to PARTNERSHIP and an opportunity to be heard.

Section 2. Payment.

(a) COUNTY hereby agrees to pay PARTNERSHIP up to a total maximum sum of ONE MILLION TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED SEVENTY AND 00/100 DOLLARS ($1,219,470.00) for the services provided pursuant to this Agreement, as follows:

(1) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS ($406,490.00) ("Fiscal Year 2026 Fee") for the COUNTY's Fiscal Year 2026 (October 1, 2025 – September 20, 2026). The Fiscal Year 2026 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. COUNTY shall make the first quarterly payment within fifteen (15) business days of

execution of this Agreement and receipt of PARTNERSHIP's quarterly invoice. Said quarterly invoices shall be submitted contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(2) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS ($406,490.00) ("Fiscal Year 2027 Fee") for the COUNTY's Fiscal Year 2027 (October 1, 2026 – September 20, 2027). The Fiscal Year 2027 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. PARTNERSHIP shall submit quarterly invoices contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(3) COUNTY shall pay to PARTNERSHIP the sum of FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS ($406,490.00) ("Fiscal Year 2028 Fee") for the COUNTY's Fiscal Year 2028 (October 1, 2027 – September 20, 2028). The Fiscal Year 2028 Fee will be payable by COUNTY to PARTNERSHIP in four (4) equal quarterly installments. PARTNERSHIP shall submit quarterly invoices contemporaneously with or after the submission of quarterly activity reports as described in Section 1.(a)(3) of this Agreement.

(4) The Fiscal Year 2026 Fee, Fiscal Year 2027 Fee, and Fiscal Year 2028 Fee (collectively "Fiscal Year Fees") may be changed during the term of this Agreement, but any change must be by mutual consent of the parties as expressed in writing. Furthermore, the Fiscal Year Fees are subject to appropriation by the Seminole County Board of Commissioners annually.

(b) PARTNERSHIP is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Agreement which may be deemed disbursed in error or for failure to follow applicable contractual requirements.

Section 3. Term of Agreement, Termination and Notice.

(a) The term of this Agreement shall be October 1, 2025, through September 30, 2028, notwithstanding the dates this Agreement is executed by the parties.

(b) Prior to appropriation of funding for services in fiscal years beyond Fiscal Year 2026 (October 1, 2025 – September 20, 2026), the COUNTY will review a set of performance metrics by which satisfaction of the terms of this Agreement may be measured. Performance metrics included are as defined by PARTNERSHIP and approved by COUNTY.

(c) Either party may terminate this Agreement thirty (30) days after receipt by the other party of notice of intent to terminate. In the event of termination, COUNTY shall pay for services rendered by PARTNERSHIP to the date of termination. If payments are made to PARTNERSHIP before services are rendered, PARTNERSHIP shall refund to COUNTY all excess money paid for services which would have been rendered after the date of termination.

(d) Any notices required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

For PARTNERSHIP:

President and Chief Executive Officer
Orlando Economic Partnership, Incorporated
200 South Orange Avenue, Suite 200
Orlando, Florida 32801

For COUNTY:

County Manager
Seminole County Services Building
1101 East First Street

Sanford, Florida 32771

with a copy to:

Director
Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

Section 4. Assignment. The services to be rendered by PARTNERSHIP are personal in nature. PARTNERSHIP shall not assign any rights or duties under this Agreement to any other party without prior written permission of COUNTY.

Section 5. Indemnity. To the fullest extent permitted by law, PARTNERSHIP will indemnify and hold harmless COUNTY from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

Section 6. Insurance.

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

(1) PARTNERSHIP shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNERSHIP will relieve PARTNERSHIP of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

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

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

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

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNERSHIP shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

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

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

Auto Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PARTNERSHIP pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNERSHIP.

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

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

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

(1) Workers' Compensation/Employers' Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

(E) Any vendor or contractor, including PARTNERSHIP, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNERSHIP's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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

(3) Business Auto Liability.

(A) PARTNERSHIP's insurance must cover PARTNERSHIP for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNERSHIP does not own automobiles, PARTNERSHIP shall maintain coverage for hired and

non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If PARTNERSHIP'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Professional Liability.

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

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

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

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

(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: the rendering of or failure to render technology product and services; multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by PARTNERSHIP or any subcontractor or cloud service provider used by PARTNERSHIP; regulatory action expenses; and breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services with at least the minimum limits as specified herein. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover PARTNERSHIP, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PARTNERSHIP's liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Records and Reporting. PARTNERSHIP shall keep orderly and complete records of its accounts and operations. PARTNERSHIP shall maintain a system of internal controls adequate to safeguard and ensure proper use of governmental and other funds that it may receive. The Seminole County Comptroller (or designee) shall have the right to audit these records from time to time for compliance by PARTNERSHIP with the terms, conditions, obligations, and requirements of this Agreement. The Comptroller (or designee) shall have full access to all records, documents, and information, whether on paper or electronic media, of PARTNERSHIP necessary to perform this review except for those records which are held by PARTNERSHIP and are deemed confidential and exempt from Section 119.07, Florida Statutes, as may be amended from time to time, and Section 24(a), Article I of the State Constitution, in accordance with Section 288.075(2), Florida Statutes, as may be amended from time to time. PARTNERSHIP shall maintain and keep available all such non-confidential and non-exempt records necessary for audit for five (5) years subsequent to this Agreement.

(a) PARTNERSHIP is an independent contractor not acting as the alter ego of COUNTY, nor is it authorized to commit COUNTY or its funds to any agreement. PARTNERSHIP is being paid for certain services rendered as set forth herein. While a member of COUNTY's governing body may serve on PARTNERSHIP's governing board, COUNTY and

PARTNERSHIP are two separate and autonomous entities. As such, the parties agree that documents and records kept by PARTNERSHIP are not intended to be subject to the Florida Public Records Law to the extent this Agreement is not in conflict with Section 119.07, Florida Statutes, as may be amended from time to time.

(b) PARTNERSHIP shall maintain all program records related to the services provided under this Agreement and submit to COUNTY: (i) quarterly reports outlining the activities of PARTNERSHIP pursuant to this Agreement, and (ii) quarterly program reports which outline the progress of PARTNERSHIP towards the goals and targets more fully described in Section 1 above.

Section 8. Nondiscrimination. PARTNERSHIP shall not discriminate in the performance of this Agreement in regard to race, color, creed, sex, age, religion, ancestry, national origin, handicap or marital status.

Section 9. Appropriations. This Agreement is subject to the appropriation of fiscal year funding by the Seminole County Board of County Commissioners. PARTNERSHIP acknowledges and understands that the Seminole County Board of County Commissioners has not yet adopted either the COUNTY's Fiscal Year 2026 budget, the COUNTY's Fiscal Year 2027 budget or the COUNTY's Fiscal Year 2028 budget, and that the annual funding allocations for the COUNTY's Fiscal Year 2026, Fiscal Year 2027, and Fiscal Year 2028 budgets as provided for herein are subject to approval by the Seminole County Board of County Commissioners. Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to terminate this Agreement for non-

appropriation at no cost or liability to County.

Section 10. Other Conditions.

(a) Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

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

(c) PARTNERSHIP shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes. PARTNERSHIP agrees to comply with all reasonable rules and guidelines prescribed by COUNTY for recipients of funds which are applicable to independent contractors doing business with COUNTY.

Section 11. Conflict of Interest.

(a) PARTNERSHIP 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 Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended from time to time, relating to ethics in government or COUNTY's policies and procedures relating to ethics in government.

(b) PARTNERSHIP 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 PARTNERSHIP to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PARTNERSHIP hereby agrees that

monies received from Agency pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State of Federal Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:	ORLANDO ECONOMIC PARTNERSHIP, INC.
_____	By: _____
SCOTT FAGAN Chief Financial Officer	TIMOTHY GIULIANI President and CEO
(CORPORATE SEAL)	Date: _____

[Signatures continued on next page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER,
Chairman

_____
GRANT MALOY

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

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

Attachments
Exhibit A – OEP Business Plan
Exhibit B – Foreign Country of Concern Affidavit
Exhibit C – Insurance Requirements

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10/27/25
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OEP Three-Year Mission
2025–2028 Implementation Plan
Advancing the First Phase of Orlando's 2045 Vision

Purpose

This attachment outlines the three-year implementation plan for the Orlando Economic Partnership (OEP) to advance economic development priorities in Seminole County, aligning with OEP's 2045 vision.

Priority 1: Top 10 Innovation Hub- Targeted Global Economic Development Plan

OEP Role: Lead

Objective

Position the Orlando region as a globally recognized destination for high-value industries including advanced manufacturing, defense, aerospace, semiconductors, and business services.

Strategic Response to National Trends

According to the 2025 Area Development Corporate and Consultant Surveys, companies increasingly prioritize:

- Shovel-ready sites
- Strong infrastructure (power, water, broadband)
- Expedited permitting
- Workforce availability

In response, OEP launched the **Development Initiative for Regional Transformation (DIRT)** to meet these demands.

DIRT Actions

- **Site Identification & Assessment**: Inventory large-scale sites across Seminole County using 150+ data points per site.
- **Enhance Site Readiness**: Coordinate infrastructure improvements (power, roads, water/sewer, fiber) and conduct environmental due diligence to reduce time to market.

- **Permitting & Regulatory Efficiency**: Collaborate with Seminole County and municipalities to streamline approval processes and reduce permitting timelines.
- **Market-Ready Promotion**: Engage national site selectors and companies with a curated portfolio of prioritized, infrastructure-ready locations.
- **Reshoring Opportunities**: Attract major reshoring projects by aligning site development with supply chain demands.
- **Public-Private Investment**: Establish funding partnerships with local governments and developers to upgrade sites.

Additional Targeted Industry Recruitment Tactics

- Launch global industry marketing campaigns focused on "best bet" sectors.
- Create sector-specific industry playbooks.

Local, State & Federal Policy Priorities

- **Local**: Identify opportunities to streamline zoning and permitting across jurisdictions; designate key industrial corridors.
- **State**: Advocate for site development support and strategic workforce investments.
- **Federal**: Leverage CHIPS and Science Act and federal reshoring initiatives to attract advanced manufacturing and semiconductor investments.

Expected Outcomes

- Sites identified, developed, promoted and have prospects engaged
- New jobs created
- New capital investment

Priority 2: A Region of 15-Minute Cities- Transportation Improvements (ex. Seminole County's SCOUT service & Sunshine Corridor)

OEP Role: Supporting

Objective

Support significant investment to improve connectivity, including support for Seminole County's new SCOUT service and implementation of the Sunshine Corridor.

Key Actions

- Develop business-friendly messaging and economic ROI data.
- Conduct public opinion polling.
- Mobilize a business coalition to support SunRail expansion.
- Support state and federal applications for transit expansion.
- Lead delegation trips to Tallahassee and Washington D.C., as necessary

Local, State & Federal Policy Priorities

- **Local**: Maintain regional consensus and support for SunRail expansion.
- **State**: Align with FDOT priorities for multimodal infrastructure and secure matching funds.
- **Federal**: Access federal transportation grants for SunRail and corridor investments.

Expected Outcomes

- Reduction in traffic congestion along high-traffic corridors
- Increase in SunRail ridership
- Improved accessibility to employment opportunities via transit.

Priority 3: The No. 1 Place to Live- Seminole County

OEP Role: Supporting

Objective

- Advance Seminole County's economic development goals through investment promotion, real estate activation, and employer engagement.

Key Actions

- Meet regularly with County leaders.
- Promote placemaking and mixed-use development.

- Support cultural and residential infill projects.
- Attract corporate HQs and high-wage employers.

Local, State & Federal Policy Priorities

- **Local**: Incentivize mixed-use development; enhance safety and cleanliness; enforce design standards.
- **State**: Increase access to Florida Main Street and cultural arts grants; support urban infrastructure.
- **Federal**: Use Opportunity Zones and federal historic preservation tax credits to catalyze redevelopment.

Expected Outcomes

- Attract corporate HQs/ significant office users to Seminole County

---

Priority 4: The No. 1 Place to Live- Secure Higher Education Funding for High-Demand Industry Needs

OEP Role: Supporting

Objective

Help UCF and Seminole State College secure funding to expand programs aligned with target industries.

Key Actions

- Align business needs with university funding proposals.
- Support legislative agendas and advocacy days.
- Host roundtables with employers and academic leaders.
- Advocate for workforce innovation and apprenticeship grants.
- Influence state and federal funding priorities for engineering, AI, simulation, biotech, and cybersecurity programs.

Local, State & Federal Policy Priorities

- **Local**: Partner with school districts and career academies for early pipelines.

- **State**: Support funding requests through Florida's Board of Governors and DOE.

Expected Outcomes

- Higher ed funding supported
- New degree or credentialing programs created

Orlando Economic Partnership
Supplemental: Targeted Global Economic Development Strategy
2025–2030

Purpose

To position the Orlando region as a premier global destination for high-value industries by aligning site readiness, workforce development, sector marketing, and policy advocacy into a comprehensive economic development strategy.

Strategic Framework

Vision

Establish Orlando as one of the most globally competitive, business-ready regions in North America by 2030.

Mission

To proactively recruit target industry sectors through a globally coordinated approach, enhance site readiness, and leverage policy and workforce tools to accelerate investment.

Core Pillars of the Strategy

1. Industry Targeting & Value Proposition

Priority Sectors:

- **Advanced Manufacturing** (semiconductors, clean tech, electric vehicles)

- **Aerospace & Defense** (launch support, space tech, defense simulation)
- **Business & Professional Services** (back-office HQs, FinTech, AI SaaS)
- **Life Sciences & Biotech** (medical devices, diagnostics, health tech)
- **Logistics & Distribution** (cold storage, e-commerce fulfillment)

Actions:

- Create data-rich **Industry Playbooks** for each sector with KPIs, workforce pipelines, cost comparisons, and testimonials.
- Expand **value proposition messaging** beyond tourism to include innovation, workforce, and infrastructure readiness.
- Develop sector-specific **microsites and media kits** for global outreach.

---

2. The Development Initiative for Regional Transformation (DIRT)

Goals:

- Identify and promote 50 investment-grade, infrastructure-ready sites across Orange, Osceola, and Seminole counties.
- Build a **GIS-powered Site Database** with detailed assessments including environmental, zoning, utility, transportation, and labor shed data.
- Support infrastructure upgrades for 30% of listed sites through public-private partnerships.

Actions:

- Use 150+ site-readiness criteria to evaluate each parcel.
- Partner with utilities and counties to expedite power, broadband, and permitting improvements.
- Prioritize sites near railroads, highways, airports, and seaports for logistics and accessibility.

---

3. Business Recruitment Campaigns

Global Markets of Focus:

- Canada, UK, Germany, Israel, Japan, Brazil, and Singapore

Tactics:

- Launch 3 **annual outbound trade missions** and host 3 inbound delegations.
- Attend top international expos (Farnborough, BIO, CES, SelectUSA).
- Target company headquarters, site selectors, and U.S. consulates.
- Establish local business ambassador program to tell Orlando's story globally.

Branding:

- Expand and augment "Invest Orlando" global brand platform.
- Promote success stories via international media.

---

4. Workforce Alignment & Talent Marketing

Actions:

- Partner with UCF, Seminole State College, and CareerSource Central Florida to develop workforce guarantees for major prospects.
- Launch "Talent Ready" programs that co-brand credential pipelines with target industry needs.
- Promote Orlando's affordability, diversity, and quality of life through targeted talent relocation campaigns.

---

5. Policy & Incentives Alignment

Local Priorities:

- Establish regional industrial zoning overlays.
- Standardize and streamline local incentive packages.

State Priorities:

- Advocate for reinstatement or expansion of Florida's Qualified Target Industry (QTI) program.
- Expand CareerSource grants for high-wage sector training.

Federal Priorities:

- Maximize CHIPS and Science Act funding for semiconductors.
- Align with EDA, DoD, and DOE grant programs for R&D, manufacturing, and energy transition.

Conclusion

This comprehensive strategy serves as the execution arm of Priority 1. It ensures that the Orlando region becomes a top destination for 21st-century industries by aligning land, labor, infrastructure, and leadership around a globally competitive growth agenda.

EXHIBIT B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individ
    b. ually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    c. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____, by _____.
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT C

INSURANCE REQUIREMENTS

MASTER SERVICES AGREEMENT
ORLANDO ECONOMIC PARTNERSHIP, INC.

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Professional Liability:	$ 1,000,000	Each Claim
		$ 2,000,000	General Aggregate
E.	Cyber Liability	$ 1,000,000	Per Cyber Incident

~~ End Exhibit C ~~

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

File Number: 2025-987

Title:

Approve and authorize the Chairman to execute the Second Amendment to the Sylvan Lake Sports Center Use and Management Private/Public Partnership Agreement with Orlando Sports Holdings, LLC, d/b/a Orlando City Soccer Club that extends the term through December 31, 2028, with an option of an additional one (1) year, terminating on December 31, 2029. District5 - Herr **(Richard Durr, Parks and Recreation Director)**

Division:

Parks and Recreation - Parks and Recreation

Authorized By:

Richard Durr, Parks and Recreation Director

Contact/Phone Number:

Richard Durr/407-665-2160

Background:

On September 30th, 2014, the County entered into the above-referenced Agreement to allow Orlando City Soccer Club (OCSC) to use the County's indoor training facilities at Sylvan Lake Park and two (2) fields at Sylvan Lake Park for soccer training. The agreement also highlighted the use of all six (6) fields at Sylvan Lake Park, as well as the nearby eleven (11) privately-owned soccer fields, to assist in hosting soccer events. The activities throughout the term of the Agreement have significantly contributed to the economic vitality of Seminole County's hospitality industry through professional soccer off-season training camps and youth soccer tournaments in Seminole County.

On August 27, 2024, the Agreement was amended to memorialize OCSC's acquisition of Orlando Pride, which thereafter assumed OCSC's rights and obligations under the Agreement.

This Second Amendment is necessary as Seminole County and Orlando Pride wish to extend the terms of the Agreement to enable both parties to continue to enjoy the

mutual benefits of the Agreement. The amendment extends the agreement through December 31, 2028, with an opportunity to extend for an additional one (1) year terminating on December 31, 2029.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Second Amendment to the Sylvan Lake Sports Center Use and Management Private/Public Partnership Agreement that extends the agreement to December 31, 2028, with an option to extend for one (1) additional year, terminating on December 31, 2029.

SECOND AMENDMENT TO SYLVAN LAKE SPORTS CENTER USE AND MANAGEMENT PRIVATE/PUBLIC PARTNERSHIP AGREEMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20_____, and is to that certain Agreement made and entered into on the 30th day of September, 2014, as amended on the 27th day of August, 2024, between **ORLANDO PRIDE, LLC.**, a domestic limited liability company, whose principal address is 655 W. Church Street, Orlando, Florida 32805, in this Second Amendment referred to as "Orlando Pride," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, Orlando Sports Holdings, LLC, d/b/a Orlando City Soccer Club ("OCSC"), Orlando City Soccer Foundation, Inc. ("OCSF"), and COUNTY entered into the above referenced Agreement on September 30, 2014 to allow OCSC to use COUNTY's eleven (11) soccer fields adjacent to Sylvan Lake Park and six (6) fields at Sylvan Lake Park to host soccer events; and

WHEREAS, on August 27, 2024, the Agreement was amended to memorialize OCSC's acquisition of Orlando Pride and the disaffiliation of OCSF from OCSC and any obligations of the Agreement; and

WHEREAS, pursuant the aforementioned acquisition, Orlando Pride accepted the assignment of all rights and obligations of OCSC with regard to the Agreement; and

WHEREAS, the parties desire to amend the Agreement in order to extend the Initial Term to December 31, 2028 with an option to renew for an additional year, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

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

1. The foregoing recitals are true and correct and form a material part of this Second Amendment upon which the parties have relied.

2. The term of the Agreement is extended to expire on December 31, 2028 ("Initial Extension Term"), with an opportunity to further extend for one (1) additional year commencing on January 1, 2029, and terminating on December 31, 2029 ("Renewal Term"), if Orlando Pride provides written notice on or before July 1, 2028, exercising its Renewal Term. During the Initial Extension Term, no party shall terminate the Agreement for convenience, unless otherwise mutually agreed upon by the parties in writing.

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

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

ORLANDO PRIDE, LLC

_____
Witness

By:_____
MARK WILF, Chairman

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

T:\Users\Legal Secretary CSB\Library&Leisure Services\2025\Sylvan Lake Sports Center 2am - Orlando Pride Oct16(25).docx

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1006

Title:

Economic Development Update **(Gui Cunha, Economic Development and Tourism Director)**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Seminole County Economic Development

Updates

Board of County Commissioners Meeting

October 28, 2025

Outline / Agenda

County Business Profile

Big Business

- Largest Employers
- Orlando Economic Partnership

Small Business & Entrepreneurship

- Incubators
- Small Business Resources

Workforce Development

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Business Profile

Unemployment:

- 4% in August *(BLS).*
- The lowest unemployment rate in the region

Labor Force:

- 280k residents in labor force in August. Fluctuates by season 270k-280k, this is the third highest in last 12 months. *(BLS)*

Businesses:

- 20K registered businesses in Seminole County, 18K reporting wages to the state. *(BTR, QCEW)*
- 90% have 1-25 employees. 95% have 50 or less employees. *(QCEW)*

Wages:

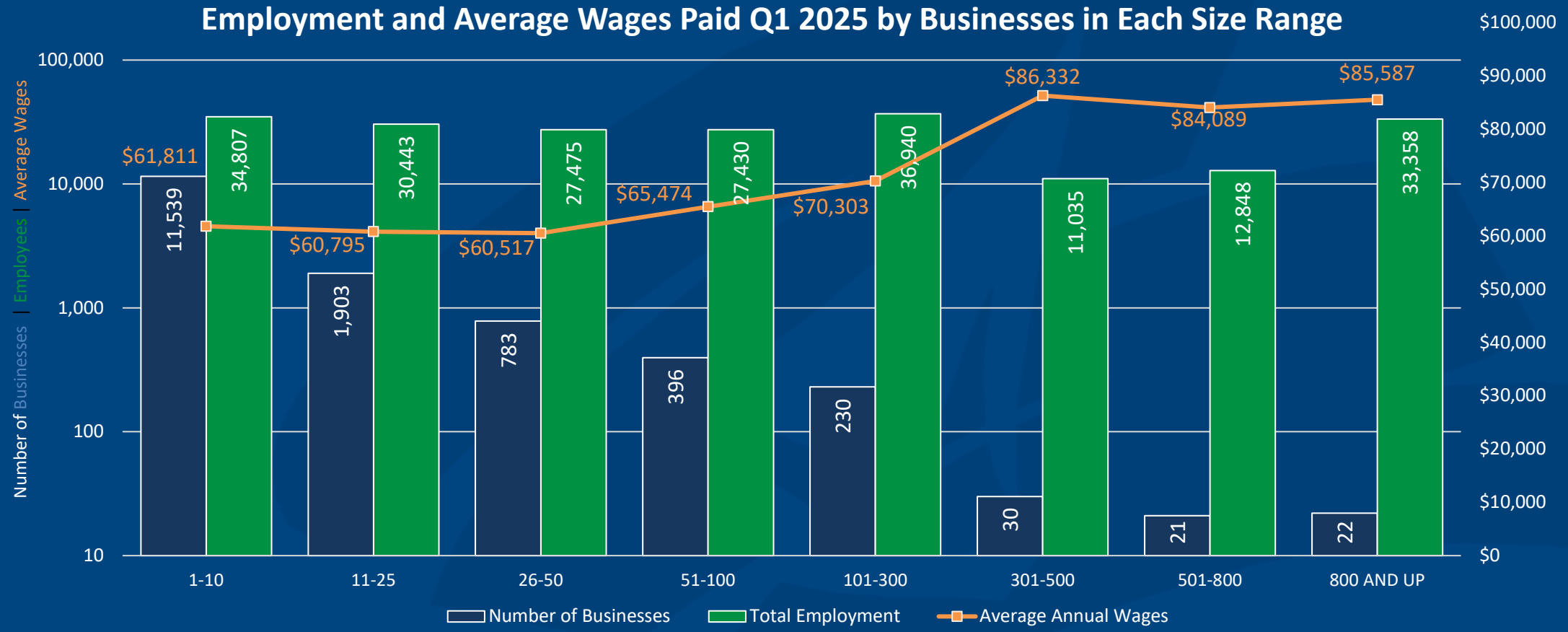
- Average Annual $69,000 *(Estimated from AWW QCEW)*
- Highest percentage of payrolls are in the Construction industry (12.66%). *(QCEW)*

Industry:

- Largest concentration of businesses is in Professional Scientific & Technical Services (17.02% of businesses) *(QCEW)*
- Largest employment is in Retail Trade (12.24% of jobs) *(QCEW)*
- Highest Paying industry is Management of Companies & Enterprises ($132K/year) *(QCEW)*

Sources:
Bureau of Labor Statistics (BLS)
Quarterly Census of Employment and Wages (QCEW)
Average Weekly Wage (AWW)

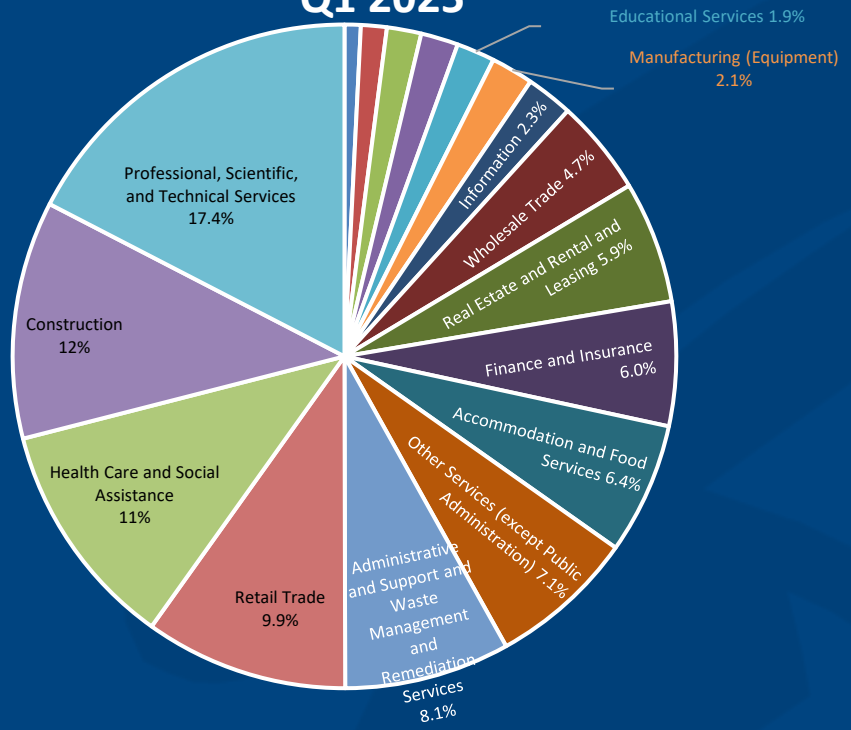
Business Profile



Source: Quarterly Census of Employment and Wages (QCEW) Q1 2025

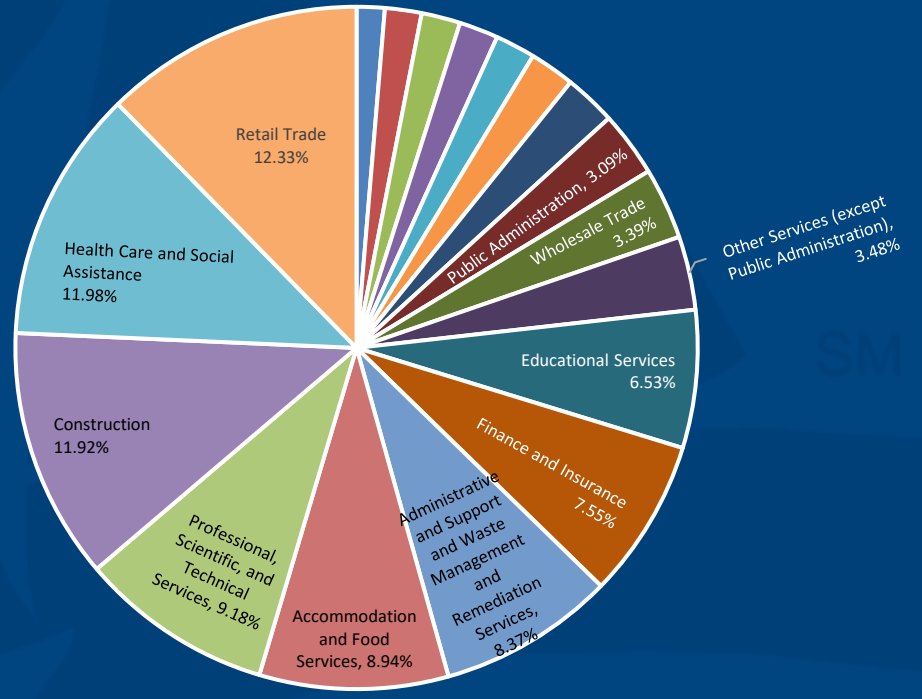
Business Profile

Percentage of Businesses per Industry - Q1 2025



Management of Companies and Enterprises 0.8%
Manufacturing 1.3%
Arts, Entertainment, and Recreation 1.7%
Transportation and Warehousing 1.8%

Percentage of Employment per Industry - Q1 2025



Arts, Entertainment, and Recreation 1.33%
Real Estate and Rental and Leasing 1.84%
Management of Companies and Enterprises 1.89%
Transportation and Warehousing 2.45%
Manufacturing 1.73%
Information 1.85%
Manufacturing (Equipment) 2.14%
Public Administration

Source: QCEW Q1 2025

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Big Business

Largest Employers

Private:

Employer	Employment*
AdventHealth	6,000
Orlando Health	2,000
Deloitte Consulting	2,000
JPMorgan Chase Bank N.A.	2,000
HCA Florida	2,000

Public:

Employer	Employment*
Seminole County School Board	7,144
Seminole County Board of County Commissioners	1,681
Seminole County Sheriff's Office	1,358
Seminole State College of Florida	1,339
City of Sanford	606

Sources: DataAxle 2025, Hoovers D&B 2025, OBJ List of Largest Employers in Seminole County 2025, QCEW Q1 2025

* Numbers are averaged from the different sources and rounded up or down to the nearest thousand. Most information has not been directly verified with each company.

This list does not include multi-site retail employers such as Publix and Walmart which each employ approximately 2,000 each spread throughout 40-60 facilities each in Seminole County.

Orlando Economic Partnership

Economic Development Committee (EDC)

- Quarterly meetings

Development Initiative for Regional Transformation (DIRT)

- 5 or 6 sites
- Phase I complete. Starting Phase II
- The Bridesmaid Study

Business Retention and Expansion Visits:

- 15 Seminole County companies

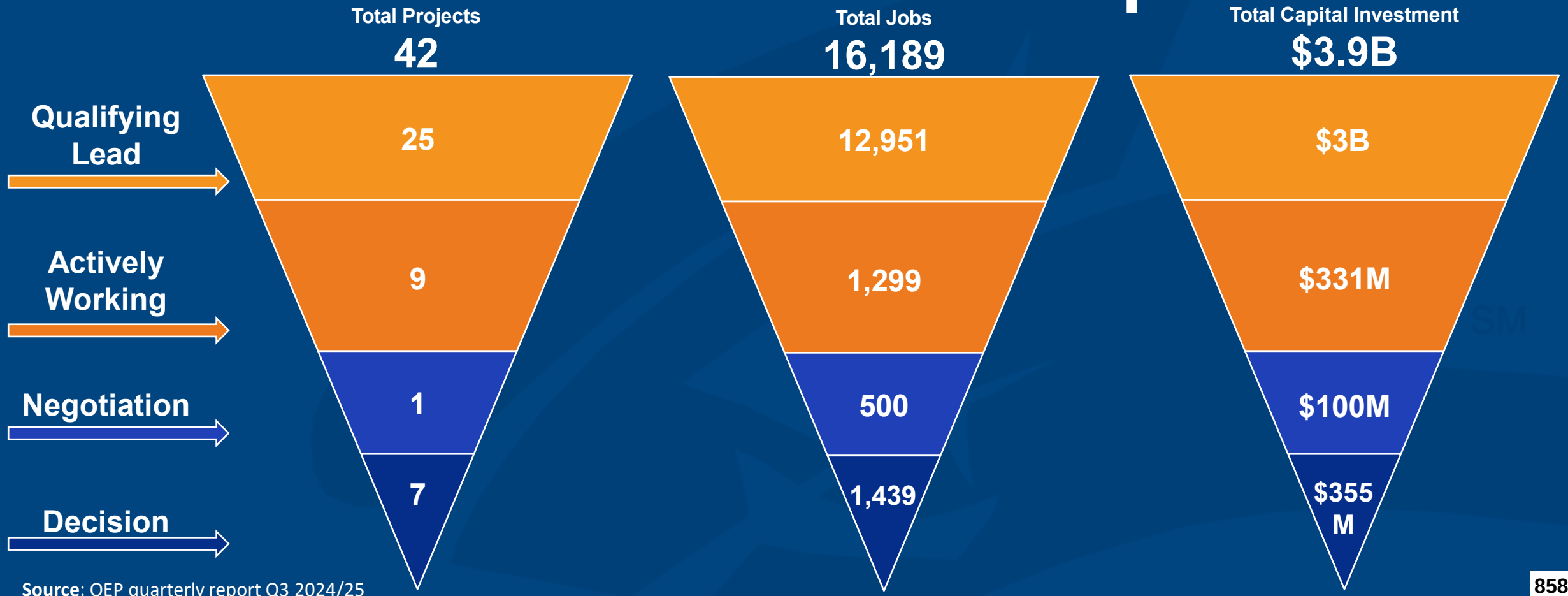
Technical Assists to Businesses in Seminole County:

- Of the 138 technical assists 13 were in Seminole County

Project Name	Company	Location	Close Date
Eckart Supply	Eckart Supply	Sanford	2025
Aptia	Aptia Group	Lake Mary	2025
AVT Simulation	AVT Simulation	Oviedo	2025
Kraken	Peachstate Hobby Distribution	Sanford	2025
BNY Expansion	BNY Mellon NY	Lake Mary	2024
Pencil	Examroom ai	Lake Mary	2023
HUB	BNY Mellon NY	Lake Mary	2023
BugBusters	CURIS System	Oviedo	2023

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Orlando Economic Partnership



Source: OEP quarterly report Q3 2024/25

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Small Business & Entrepreneurship

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE STATE COLLEGE
CENTER FOR BUSINESS DEVELOPMENT

Economic Impact

- Direct Employment: 1,102 Jobs
- Annual Revenue: $157,669,242
- Economic Output: $1,351 per dollar invested

Current Business Activity

- 158 unique clients consulted
- 1,001 hours of consulting delivered
- $14.8M in government contracts awarded
- $2.6M in capital formation supported
- 22 training events hosted
- 12 new business start-ups launched
- 232 jobs created or retained

Source: Economic Impact Study Center for Business Development at Seminole State College

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE STATE COLLEGE
CENTER FOR BUSINESS DEVELOPMENT

Client Highlight

In America With Grace- Grace Acevedo
Educational Services

In America with Grace

Business Growth

- Doubled revenue and secured new corporate contracts
- Expanded reach beyond Central Florida
- Hired 3 local educators to meet growing demand

Incubator Support

- Received SBDC consulting & strategic mentoring
- ELLE Collective peer support
- Website/legal support via grant funding

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

UCF | Business Incubation Program
UNIVERSITY OF CENTRAL FLORIDA

Economic Impact

- $23.5M GDP (Direct) | $37.6M Output (Direct)
- $4.8M in Taxes (Direct) generated
- $11.50 ROI per public dollar invested
- Client Jobs: 157

Current Business Activity

- 15 active businesses, including:
  - 3 nearing graduation
  - 3 international Soft-Landing clients

Source: Haas Center University of West Florida

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

UCF | Business Incubation Program
UNIVERSITY OF CENTRAL FLORIDA

Client Highlight

TimePlast – Manuel Rendon
CleanTech

Business Growth

- Raised $1M+ in funding this year
- Doubled revenue compared to last year
- Leased 3,000 sq. ft. warehouse space in Casselberry, with plans to expand further

Incubator Support

- Benefited from business coaching and strategic connections
- Gained flexibility through customized office space leases
- Leveraged incubator resources to accelerate both capital growth and local expansion

TIMEPLAST
PROGRAMMABLE MATTER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PROSPERA™
ADVANCING HISPANIC BUSINESS

Local Impact

- **56 consulting sessions** delivered to Seminole County businesses
- **9 educational events** hosted in Seminole (94 participants)
- **15 additional events** outside Seminole attended by 36 County residents
- **7 business advancement services** provided

National Entrepreneur Center

CFLBizLink Highlights (Oct 2024 – Sept 2025)

- 158 residents requested business assistance (↑ from 98 last year)
- 21 personalized ConNECtion Plans delivered
- 107 residents attended NEC-hosted training workshops

Notable Seminole County Workshops

- *Show Me The Money* (26 attendees, Goldsboro)
- *AI Tools & Automation* (16 attendees, Sanford Library)

Central Florida International Trade Office:

- 49 consultations totaling 102 hours

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PROSPERA™
ADVANCING HISPANIC BUSINESS

JL EVOLUTION TECH

Client Highlight

JL Evolution Tech Corporation (Sanford, District 5)- Lorena Camacho

- With help from Prospera's consulting, education, and business advancement services, Lorena has strengthened her tech firm's operations, positioning them to be more competitive in the local market.
- JJ Evolution Tech is now more competitive locally and positioned for future job creation in Sanford

National Entrepreneur Center

HERNON®
MANUFACTURING, INC.

Client Highlight

CFITO: Hernon Manufacturing *(Sanford)*

- With CFITO's support, Hernon participated in the LATAM Trade event and opened a sales office in Querétaro, Mexico
- Received B2B matchmaking support and trade finance assistance through EXIM and the Mexican Consulate
- Expansion enhances Hernon's international reach and strengthens its Seminole County headquarters

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Workforce Development

Workforce Development

Seminole Commits – Seminole State College (Update as of 9/30)

- 780 students served through workforce and adult education
- 587 participated in instructor-led classes
- 95% of culinary students earned ServSafe certification
- 8 new classes launched in Fall 2025

CareerSource Central Florida

- Access to Career Pathways Adult Program: **19 participants** | 86% success rate
- Public Sector Academy Youth Program: **24 youth** | 80+ hours of exposure

Starbase STEM Program

- **41** high school/college students
- **5** educators | **8** community leaders | **5-day** experience

Made in Central Florida Expo – MACF

- **200** students and **20** educators registered

Seminole County Fire Department

- Supported t recruitment efforts through the development of targeted content aimed at engaging prospective firefighter candidates.

Upcoming Project

Labor Study:

We are in the process of conducting surveys to analyze our current labor force and estimate percentages of

- Office Impact:
  - Full Time In-Office / Full Time Remote / Hybrid (Percentage of time in office for Hybrid)
- Talent Market :
  - Does our talent pool suffice, or do they have to recruit externally?
- Education:
  - Do our educational resources meet their skill training needs?
  - Feeder analysis (SCPS, SSC, UCF)

To aide in these efforts, we have been:

- Conducting direct contact with our largest employers and past incentive recipients
- Engaged the support of UCF BIP, SSC, OEP to survey their clients

Expected completion: Q1 2026

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Closing Remarks

File Number: 2025-989

Title:

3rd Generation One Cent Infrastructure Sales Tax: From Completion to Next Steps Worksession; and approve the Chairman to execute a Resolution implementing the Budget Amendment Request 25-053 in the amount of $22,551,777 to re-align budgets for existing infrastructure projects. **(John Slot, Public Works Director and Tawny Olore, Jacob's Sub-Consultant)**

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

The Public Works Department has reviewed the current Capital Improvement Plan (CIP) and identified opportunities to optimize the use of project funds. This proactive budget adjustment involves reallocating available balances from completed projects and temporarily deferring portions of other projects to adequately fund the upcoming Fiscal Year 2025/2026 Capital Maintenance Program. This action is essential for addressing critical infrastructure maintenance needs and aligning with sound financial management practices. This strategy also prioritizes the continuation of projects currently in progress and the timely execution of the Capital Maintenance Program. The department anticipates that future funding, including potential Fourth Generation Sales Tax revenue, will support the deferred projects when available.

The following criteria guided the reallocation process:

- Projects in progress: Funding will be maintained for the current encumbered work orders, with any remaining available balances reallocated.
- Projects not yet started: These projects will be partially defunded, retaining a minimum balance of $1,000 to keep the project open for future funding

availability.

- Completed projects: All remaining balances available from these projects will be reallocated.
- Projects in the Construction Phase: Funds will remain allocated to these projects until their completion.
- Fund Hurricane Ian/Milton Emergency Workorders that were moved from General Fund when notified that FEMA will not be reimbursing funds for Emergency Workorders.

Projects with Available Balances Reallocated (Complete/In Closeout):

- Wymore Rd Roadway Improvements
- SR426/CR419 Widening Project /PH2
- Mast Arm Conversion - US Hwy 17-92
- Juvenile Assessment Center Building
- Connected Vehicle/ICM Equipment
- Miller Rd Culvert /Drainage Project
- Tucker Rd Sidewalk Project
- Brentwood Ave Sidewalk Project
- Retreat Rd Drainage Improvements
- Nolan Rd Channel Drainage HMGP
- Econ Lake Crescent Drainage Evaluation
- Crane Strand Canal Culvert Replacement
- Woodlands Ph 2 Subdivision Outfall Replacement

Projects with Partial or Full Defunding (Temporary):

- Cumberland Farms Remediation: This remediation project, which has an encumbered work order, will have a small remaining balance reallocated.
- Wekiva Basin TMDL: The available balance in this project, which has an encumbered work order
- The US 17-92 Pedestrian Overpass Ramp Project is expected to proceed to construction and bids in the near future, utilizing these funds. This project is a

cost-share with the Florida Department of Transportation (FDOT), any available funding in 2001 Sales Tax Fund will be reallocated into this project.

- Kentucky St. Improvements: The available balance in this project, currently in the Design and Land Acquisition phases, will be reallocated.
- Old Lake Mary Sidewalk Project: This project, involving an Interlocal Agreement with the City of Sanford for utility replacements, is in the Right-Of-Way acquisition phase, which could be lengthy. A balance of $40,000 will be retained post-Budget Amendment Request (BAR) for future use.
- Orange Blvd Safety Project: This project's status is currently under evaluation.
- Minor Roads Project: The available balance in this project will be reallocated.
- Smith Canal/Monroe Basin Study Project: All remaining funds beyond the current work order will be reallocated.
- Econ Basin Drainage Evaluation: All remaining funds beyond the current work order will be reallocated.
- Riverview: This project will undergo a partial defunding of its available balance.
- SR434 Safety Improv/SR417-Artesia Project: This project has an open design work order, but FDOT will manage the Construction and Right-Of-Way acquisition phases on their roadway. The available balance in this project will be reallocated.
- Stormwater Master Plan: This project, with Professional Services currently in progress, will have the remaining available balance reallocated.
- Howell Creek Bank Stabilization Project: This project has not yet commenced. It will be largely defunded, retaining a $1,000 balance to keep the project open for future funding opportunities.
- Cross Seminole Trail-North Connect : This project has not yet gone to construction. The available balance will be reallocated.
- Red Bug Lake Rd at Mikler Rd - This project is currently in the ROW Phase, funds left in project to continue acquisition, the available balance will be reallocated.
- Midway Drainage Improvements - Sales Tax portion of this project will be reallocated.
- Waccassa Berm - The project available balance will be reallocated

- Seminole Wekiva Tunnels - This projects' available balance will be reallocated.

New Funding - Projects that were not reimbursed by FEMA

The following projects expenditures/encumbrances will be moved from the General Fund to 2014 Sales Tax Fund when it was learned that FEMA would not be reimbursing Seminole County for these Hurricane Milton / Ian Emergency Repairs;

S. Country Club Rd Flooding

Ian Michigan Ave Repairs

Milton Red Bug Lake Rd Washout

Milton Dean Rd Void

Milton NRCS Damage Survey

Hunters Trail Depression Eval

Blue Fish Rd - Pipe Replacement

Lake Harney Circle

Old Mims Rd

Deleon St Drainage Improvements

Fiscal Impact

These proposed budget adjustments and reallocations are considered budget-neutral, as they involve the redistribution of existing allocated funds within the Capital Improvement Plan. The Public Works Department confirms these adjustments will not negatively impact the overall County budget. Specific fund and account information for each project impacted by this action are detailed in the accompanying Budget Amendment Request (BAR) form.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request 25-053 in the amount of $22,551,777 to re-align budgets for existing infrastructure projects.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-053**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 11500, 11541, 11560, 12607,12608 FUNDS

RM Recommendation	
S.CARRICK	8/10/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
TO RE-PRIORITIZE FUNDING OF PROJECTS WITHIN THE SALES TAX PROGRAM.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure					SEE ATTACHED			-
Expenditure								-
Expenditure								(22,551,777.13)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	(22,551,777.13)
Reserve					RESERVE FOR CAPITAL IMPROV			22,551,777.13
Reserve								
							Reserve Sub-Total	22,551,777.13
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

2025-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 25-053

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								

Total Sources -

Expenditure	11500	00008703	530310		Cumberland Farms Remediation-PROF SVCS		3109999902	(1.40)
Expenditure	11500	00014602	560610	00001	WYMORE-LAND		6109999901	(31,901.81)
Expenditure	11500	00014602	560652	00001	WYMORE-CEI		6529999901	92,945.23
Expenditure	11500	00014602	560680	00001	WYMORE-DESIGN		6809999901	(77,600.28)
Expenditure	11500	00015002	560610	00001	OXFORD-LAND		6109999901	10,797.55
Expenditure	11500	00015002	560650	00001	OXFORD-CONST		6509999901	84.27
Expenditure	11500	00015002	560680	00001	OXFORD-DESIGN		6809999901	5,676.44
Expenditure	11541	00205206	560680	00001	SR 426/419-PH 2 - DESIGN		6809999901	4,034.15
Expenditure	11541	00205206	580812	00001	SR 426/419-PH 2 - LAND		8129999901	(17,860.03)
Expenditure	11541	00205749	560650	00001	MAST ARM CONV - CONST		6509999901	(26,226.00)
Expenditure	11541	00205750	560650	00001	US 17-92 PED OP STAIRWELL CONST		6509999901	1,250,904.28
Expenditure	11541	00205750	560680	00001	US 17-92 PED OP STAIRWELL -DESIGN		6809999901	48,648.73
Expenditure	11541	00265503	530310		5 POINTS - PROF SVC		3109999902	21,472.80
Expenditure	11541	00265503	560680	00001	5 POINTS - DESIGN		6809999901	18,810.21
Expenditure	11541	00265503	580813	00001	5 POINTS - DESIGN		8139999901	(40,283.01)
Expenditure	11541	01785376	530310		WEKIVA BASIN TMDL		3109999902	(1,174.75)
Expenditure	11541	02207108	560650	00001	WYMORE-CONST		6509999901	(133,985.47)
Expenditure	11541	02207108	560680	00001	WYMORE-CONST		6809999901	63,844.79
Expenditure	11541	02307063	530310		KENTUCKY ST-PROF SVC		3109999902	36,610.28
Expenditure	11541	02307063	560610	00001	KENTUCKY ST-LAND		6109999901	8,050.00
Expenditure	11541	02307063	560650	00001	KENTUCKY ST-CONST		6509999901	(1,150,544.90)
Expenditure	11541	02307063	560680	00001	KENTUCKY ST-DESIGN		6809999901	1,190.00
Expenditure	11541	01785964	530480		JUV ASSESSMENT CNTR-OTHER		4809999907	(68,635.19)
Expenditure	11541	01785964	560650	00001	JUV ASSESSMENT CNTR-CONST		6509999901	(14,855.89)
Expenditure	11560	01785140	580813	00001	SR436 MULTIMOD-AID TO OTHER GOVT		8139999901	3,174,500.00
Expenditure	11560	01785248	560610	00001	OLD LK MARY SW-LAND		6109999901	40,000.50
Expenditure	11560	01785248	560650	00001	OLD LK MARY SW-CONST		6509999901	(108,772.00)
Expenditure	11560	01785248	560652	00001	OLD LK MARY SW-CEI		6529999901	(6,761.92)
Expenditure	11560	01785248	560680	00001	OLD LK MARY SW-DESIGN		6809999901	(0.40)
Expenditure	11560	01785303	560610	00001	ORANGE BLVD-LAND		6109999901	10,070,858.93
Expenditure	11560	01785303	560650	00001	ORANGE BLVD-CONST		6509999901	(17,255,301.69)
Expenditure	11560	01785303	560652	00001	ORANGE BLVD-CEI		6529999901	(1,762,367.00)
Expenditure	11560	01785303	560680	00001	ORANGE BLVD-DESIGN		6809999901	(1,790,039.41)
Expenditure	11560	01785572	530310		MINOR ROADS		3109999902	135,147.42
Expenditure	11560	01785572	530440		MINOR ROADS		4409999905	419.92
Expenditure	11560	01785572	560610	00001	MINOR ROADS		6109999901	21,385.00
Expenditure	11560	01785572	560650	00001	MINOR ROADS		6509999901	(681,521.10)
Expenditure	11560	01785572	560680	00001	MINOR ROADS		6809999901	86,537.87
Expenditure	11560	01785582	530310		MOBILITY FEE STUDY		3109999902	(25,851.22)
Expenditure	11560	01907047	560650	00001	CONNECTED VEH - CONSTR		6509999901	(3,253.54)
Expenditure	11560	02007101	560610	00001	MILLER RD CULV-land		6109999901	101.25
Expenditure	11560	02007101	560650	00001	MILLER RD CULV-CONST		6509999901	(33,577.60)
Expenditure	11560	02007101	560680	00001	MILLER RD CULV-DESIGN		6809999901	4,923.86
Expenditure	11560	02007111	530310		SMITH CANAL/MONROE BASIN-PROF SVC		3109999902	(50,902.27)

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BUDGET AMENDMENT REQUEST Continued

BAR# 25-053

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	01785145	560680	00001	SR434 SAFETY IMPRO-DESIGN		6809999901	(989,955.88)
Expenditure	11560	01785335	530310		ECON BASIN EVAL-PROF SVC		3109999902	(34,410.56)
Expenditure	11560	01785340	560650	00001	ECON LK CRESCENT-EVAL-CONST		6509999901	(27,224.40)
Expenditure	11560	01785272	560610	00001	RIVERVIEW-LAND		6109999901	5,818.75
Expenditure	11560	01785272	560650	00001	RIVERVIEW-CONST		6509999901	(896,627.69)
Expenditure	11560	01785272	560652	00001	RIVERVIEW-CEI		6529999901	(39,580.48)
Expenditure	11560	01785272	560680	00001	RIVERVIEW-DESIGN		6809999901	55,024.39
Expenditure	11560	02107094	560610	00001	OXFORD RD S/W & DR -LAND		6109999901	(50,000.00)
Expenditure	11560	02107094	560652	00001	OXFORD RD S/W & DR -CEI		6529999901	600,165.87
Expenditure	11560	02107094	560680	00001	OXFORD RD S/W & DR -DESIGN		6809999901	(123,754.41)
Expenditure	11560	02307065	530310		STMWTR MSTR PL-PROF SVC		3109999902	213,125.53
Expenditure	11560	02307065	560650	00001	STMWTR MSTR PL-CONST		6509999901	(313,724.49)
Expenditure	11560	02107103	560610	00001	RED BUG AT MIKLER-LAND		6109999901	36,925.00
Expenditure	11560	02107103	560650	00001	RED BUG AT MIKLER-CONST		6509999901	(455,559.00)
Expenditure	11560	02107103	560652	00001	RED BUG AT MIKLER-CEI		6529999901	(35,000.00)
Expenditure	11560	02107103	560680	00001	RED BUG AT MIKLER-DESIGN		6809999901	(4,017.02)
Expenditure	11560	02307072	560650	00001	HOWELL CREEK STABILZATION-CONST		6509999901	(931,000.00)
Expenditure	11560	02307072	560680	00001	HOWELL CREEK STABILZATION-CEI		6809999901	(20,000.00)
Expenditure	11560	02207106	560650	00001	BALMY BCH@WALMART-CONST		6509999901	(0.13)
Expenditure	11560	02407072	530340		SPRING LAKE OUTFALL EXCAVATION-OTHER		3409999904	(0.50)
Expenditure	11560	02007013	560650	00001	CST-NORTH CONNECT-CONST		6509999901	(1,895,109.61)
Expenditure	11560	02007013	560652	00001	CST-NORTH CONNECT-CEI		6529999901	(184,000.00)
Expenditure	11560	02007013	560680	00001	CST-NORTH CONNECT-DESIGN		6809999901	(238,750.61)
Expenditure	11560	02107078	530310		S. SANFORD-PROF SVC		3109999902	7,804.71
Expenditure	11560	02107078	560650	00001	S. SANFORD-CONST		6509999901	(1,916,388.14)
Expenditure	11560	02207078	530310		TRANS MSTR PL-PROF SVCS		3109999902	(0.68)
Expenditure	11560	02207094	530310		CNTY LK BASIN -PROF SVCS		3109999902	(1,183,343.63)
Expenditure	11560	02207094	530440		CNTY LK BASIN -RENTAL		4409999905	459.00
Expenditure	11560	02207094	560680	00001	CNTY LK BASIN -DESIGN		6809999901	1,178,196.97
Expenditure	11560	02407116	560650	00001	TUCKER RD S/W-CONST		6509999901	(5.52)
Expenditure	11560	02407117	560650	00001	BRENTWOOD AV S/W - CONST		6509999901	(5.40)
Expenditure	11560	02507055	530310		MARXAM MODEL-PROF SVC		3109999902	(55,000.00)
Expenditure	11560	02507057	530310		WEKIVA FLOOD STUDY-PROF SVCS		3109999902	(0.13)
Expenditure	11560	01907068	560650	00001	RETREAT RD DRNG-CONST		6509999901	(251,354.84)
Expenditure	11560	01907068	560652	00001	RETREAT RD DRNG- CEI		6529999901	(72,172.85)
Expenditure	11560	02507069	560650	00001	S COUNTRY CLUB-CONST		6509999901	329,783.43
Expenditure	11560	02507069	560652	00001	S COUNTRY CLUB-CEI		6529999901	35,507.68
Expenditure	11560	02507065	560610	00001	IAN MICHIGAN AVE- LAND		6109999901	17,510.00
Expenditure	11560	02507065	560680	00001	IAN MICHIGAN AVE- DESIGN		6809999901	359,062.67
Expenditure	11560	02507073	560650	00001	RED BUG RD WASHOUT		6509999901	104,163.96
Expenditure	11560	02507074	560650	00001	DEAN ROAD VOID-CONSTRUCTION		6509999901	155,102.80
Expenditure	11560	02507075	530310		NRCS DAMAGE SURVEY-PROF SVC		3109999902	8,327.00
Expenditure	11560	02507062	560650	00001	HUNTER TRAIL -CONSTR		6509999901	698,567.00
Expenditure	11560	02507064	560650	00001	BLUE FISH PIPE REPL -CONST		6509999901	209,209.68
Expenditure	11560	01785479	560650	00001	SIDEWALK REPAIR-CONST		6509999901	200,000.00
Expenditure	11560	01785447	560650	00001	BRIDGE REPAIR-CONST		6509999901	293,087.26
Expenditure	11560	01785447	560652	00001	BRIDGE REPAIR-CEI		6529999901	187,052.68
Expenditure	11560	01785447	560680	00001	BRIDGE REPAIR-DESIGN		6809999901	(54,658.25)
Expenditure	11560	02007027	560650	00001	WEKIVA RD INT IMPR-CONST		6509999901	(1,066,816.91)
Expenditure	11560	02007027	560610	00001	WEKIVA RD INT IMPR-LAND		6109999901	11,054.50
Expenditure	11560	02007027	560680	00001	WEKIVA RD INT IMPR-DESIGN		6809999901	17,775.37
Expenditure	11560	02007104	560610	00001	NOLAN RD CHANNEL-LAND		6109999901	(15,761.25)
Expenditure	11560	02007104	560652	00001	NOLAN RD CHANNEL-CEI		6529999901	(274.46)
Expenditure	11560	02007104	560680	00001	NOLAN RD CHANNEL - DESIGN		6809999901	(6,684.78)

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BUDGET AMENDMENT REQUEST Continued

BAR# 25-053

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	01785488	560680	00001	CRANE STRAND - DESIGN		6809999901	(1,136.79)
Expenditure	11560	02307094	560680	00001	LAKE HARNEY CIR-DESIGN		6809999901	44,393.20
Expenditure	11560	02007124	560610	00001	WILLOW AVE-LAND		6109999901	760.00
Expenditure	11560	02007124	560650	00001	WILLOW AVE-CONST		6509999901	252,869.07
Expenditure	11560	02207097	560650	00001	WOODLANDS PH 2-CONST		6509999901	(285,366.07)
Expenditure	11560	01785258	530310		HILLVIEW-PROF SVC		3109999902	66,000.00
Expenditure	11560	01785258	560610	00001	HILLVIEW-LAND		6109999901	506,841.52
Expenditure	11560	01785258	560650	00001	HILLVIEW-CONST		6509999901	1,055,274.31
Expenditure	11560	01785258	560652	00001	HILLVIEW-CEI		6529999901	81,178.85
Expenditure	11560	01785258	560680	00001	HILLVIEW- DESIGN		6809999901	340.54
Expenditure	11560	01907084	560650	00001	NORTH STREET		6509999901	(9,333,000.00)
Expenditure	11560	01907077	560650	00001	MIDWAY -CONST		6509999901	(2,645,479.47)
Expenditure	11560	02307095	560610	00001	OLD MIMS - LAND		6109999901	25,600.00
Expenditure	11560	02407099	560650	00001	SANFORD AVE- CONSTR		6509999901	64,941.00
Expenditure	11560	02507066	560650	00001	WACCASSA BERM-CONST		3109999902	(557,429.00)
Expenditure	11560	02007015	530310		SWT TUNNELS SR434/436-PROF SVC		3109999902	(1,315,162.53)
Expenditure	11560	02007015	560680	00001	SWT TUNNELS SR434/436-DESIGN		6809999901	642,878.34
Expenditure	11560	01785350	560610	00001	CELERY/MELL -LAND		6109999901	(424,785.13)
Expenditure	11560	01785350	560650	00001	CELERY/MELL -CONST		6509999901	(686,772.17)
Expenditure	11560	01785350	560680	00001	CELERY/MELL -DESIGN		6809999901	111,557.30
Expenditure	11560	02507071	560650	00001	DELEON ST		6509999901	2,680,305.21
Expenditure	11560	99999903	560650	00001	CONTINGENCY		6509999901	1,000,000.00
Expenditure	11560	02407106	560650	00001	IAN COST SHARE		6509999901	19,432.00
Expenditure	12607	02407114	560680	00001	SR426/SR419 PH 3 DESIGN		6809999901	(833,086.54)
Expenditure	12608	02507072	560650	00001	SR426/SR419 PH 3 DESIGN		6509999901	1,485,331.70
Expenditure	12608	02407112	560680	00001	SLAVIA RD DESIGN		6809999901	(185,331.70)
							Expenditure Sub-Total	**(22,551,777.13)**
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPR		9949999901	23,018,690.59
Reserve	12607	999937	599994		RESERVE FOR CAPITAL IMPR		9949999901	833,086.54
Reserve	12608	999938	599994		RESERVE FOR CAPITAL IMPR		9949999901	(1,300,000.00)
Reserve								
							Reserve Sub-Total	22,551,777.13
							Total Uses	**(0.00)**

BAR 25-053 SALES TAX PROGRAM UPDATES

REFERENDUM CATEGORY	BUSINESS UNIT NAME	LTD ACTUALS FY25	FY25 CURRENT BUDGET AVAILABLE	BAR AMOUNT	FY25 BUDGET AFTER BAR
11500 1991 INFRASTRUCTURE SALES TAX					
1ST GEN REFERENDUM PROJECTS	00008703 CUMBERLAND FARMS REMEDIATION	827,160	26,523	(1)	26,522
1ST GEN REFERENDUM PROJECTS	00014602 WYMORE RD IMPROVEMENTS	8,831,730	20,719	(16,557)	4,162
1ST GEN REFERENDUM PROJECTS	00015002 OXFORD RD IMPROVEMENTS 11500	17,946,356	9,136,266	16,558	9,152,824
1ST GEN REFERENDUM PROJECTS	00251403 RAIL RELATED TRANSIT	1,570,971	18,200	-	18,200
11500 1991 INFRASTRUCTURE SALES TAX Total		29,176,217	9,201,708	-	9,201,708
11541 2001 INFRASTRUCTURE SALES TAX					
2B MAJOR ROAD SYSTEM PROJECTS	00205750 US17-92 PED OP STAIRWELLS	231,909	774,633	1,299,553	2,074,186
2B MAJOR ROAD SYSTEM PROJECTS	02207108 WYMORE RD IMPROVEMENTS - 11541	3,529,362	133,985	(70,141)	63,845
2C COLLECTOR RECONSTRUCTION	00265503 US17-92/5 POINTS ROADWAY	13,359,194	919,847	-	919,847
2C TRAFFIC OPERATIONS	00205749 MAST ARM CONVERSION ON 17-92	2,896,899	26,226	(26,226)	-
3B MAJOR PROJECTS	00205206 SR426/CR419 WIDEN PHASE 2	12,018,759	39,059	(13,826)	25,233
3C FACILITIES IMPROVEMENT	01785964 JUVENILE ASSESSMNT CENTER BLDG	1,910,934	83,491	(83,491)	-
3C MINOR ROADWAY & SAFETY	02307063 KENTUCKY ST IMPROVEMENTS	42,268	1,132,732	(1,104,695)	28,038
3C ROADWAY RESURFACING	02407075 LOCAL ROAD RESURFACING 11541	3,152,495	643,382	-	643,382
3C STORMWATER & WATER QUALITY	01785376 WEKIVA BASIN TMDL	1,075,035	1,175	(1,175)	-
11541 2001 INFRASTRUCTURE SALES TAX Total		38,216,855	3,754,530	-	3,754,530
11560 2014 INFRASTRUCTURE SALES TAX					
3 ENGINEERING	01785486 PROJECT MANAGEMENT (GEC)	2,991,036	249,432	-	249,432
3 ENGINEERING	01785489 ENGINEERING CAPITALIZATION	-	4,370,037	-	4,370,037
3 ENGINEERING	01785582 MOBILITY FEE STUDY	272,119	245,984	(25,851)	220,133
3 ENGINEERING	99999906 PROGRAM MANAGEMENT (GEC)	14,878,412	1,585,173	-	1,585,173
3B MAJOR PROJECTS	01785134 LK MARY BLVD INT 4 LOCATIONS	1,239,245	103,846	-	103,846
3B MAJOR PROJECTS	01785136 SR 434 at Mitchell Hammock Rd	1,947,901	-	-	-
3B MAJOR PROJECTS	01785140 SR436 MULTIMODAL IMP - CASS	634,293	1,207,552	3,174,500	4,382,052
3B MAJOR PROJECTS	01785142 RINEHART RD INTER IMP	1,625,695	1,024,305	-	1,024,305
3B MAJOR PROJECTS	01785145 SR434 Safety Improv/SR417-Arte	347,330	1,018,470	(989,956)	28,514
3B MAJOR PROJECTS	01785146 SLAVIA RD CAPACITY IMP 11560	1,460,990	388,138	-	388,138
3B MAJOR PROJECTS	01785147 SR434/SAND LK RD INT IMP	2,712,167	97,475	-	97,475
3B MAJOR PROJECTS	01785149 ALTAMONTE SUNRAIL BIKE/PED IMP	7,764,810	0	-	0
3B MAJOR PROJECTS	01785150 SR434 @ CR427 INTERSECTION IMP	203,688	51,529	-	51,529
3B MAJOR PROJECTS	01785303 ORANGE BLVD (CR431) SAFETY	22,203,023	12,863,704	(10,736,849)	2,126,854
3B MAJOR PROJECTS	01785350 CELERY/MELLONVILLE TRAIL LOOP	2,885,036	3,708,335	(1,000,000)	2,708,335
3B MAJOR PROJECTS	01785408 SR426 & CR419 WIDEN-PH3	-	319,668	-	319,668
3B MAJOR PROJECTS	01907084 NORTH ST CORRIDOR IMP	1,910,681	10,829,593	(9,333,000)	1,496,593
3B MAJOR PROJECTS	02007015 SWT Tunnels SR434 & SR436	926,923	2,481,869	(672,284)	1,809,585
3B MAJOR PROJECTS	02007020 ROLLING HILLS MULTIPURPOSE TRL	1,050,219	3,065,814	-	3,065,814
3B MAJOR PROJECTS	02207084 SLAVIA RD EXTENSON SR426-SR434	415,737	-	-	-
3B MAJOR PROJECTS	02407065 OXFORD RD IMPROVEMENTS 11560	1,672,249	15,878,531	-	15,878,531
3B MAJOR PROJECTS	02407109 SR434 & SR427 INTERSECTION IMP	-	7,000,000	-	7,000,000
3B MAJOR PROJECTS	077560 ENGINEERING SALES TAX - 11560	154,011	1	-	1
3C BRIDGE REPLACEMT / REHAB	01785447 BRIDGE & TUNNEL IMPROVEMENTS	7,787,617	840,704	425,482	1,266,186
3C BRIDGE REPLACEMT / REHAB	01785562 BRIDGE INSPECTIONS	547,344	170,930	-	170,930
3C FACILITIES IMPROVEMENT	00006941 JAIL-DOOR ACCESS CONTROL 11560	714,327	38,673	-	38,673
3C FACILITIES IMPROVEMENT	02504122 SYLVAN LAKE TENNIS CT REPLACE	-	80,000	-	80,000
3C FACILITIES IMPROVEMENT	02504124 LAVENDER LAND PURCHASE 3RD GEN	1,007,054	72,446	-	72,446
3C MINOR ROADWAY & SAFETY	01785310 TRAFFIC STUDIES	828,404	180,264	-	180,264
3C MINOR ROADWAY & SAFETY	01785403 RIVERBEND AREA ROAD IMPROVMTS	1,203,046	10,615	-	10,615
3C MINOR ROADWAY & SAFETY	01785450 AIRPORT BLVD & 17-92 INTERSECT	16,017	8,000	-	8,000
3C MINOR ROADWAY & SAFETY	01785572 MINOR ROADWAY PROJECTS	3,115,435	606,393	(438,031)	168,363
3C MINOR ROADWAY & SAFETY	02007027 WEKIVA SPRNG RD INTERSECT IMPS	409,635	3,349,291	(1,037,987)	2,311,304
3C MINOR ROADWAY & SAFETY	02107078 S SANFORD AVE INTERMODAL IMP	77,039	1,916,548	(1,908,583)	7,965
3C MINOR ROADWAY & SAFETY	02107103 RED BUG LK @ MIKLER RD SAFETY	19,534	500,826	(457,651)	43,175
3C MINOR ROADWAY & SAFETY	02207083 FIRE STATION 39 ACCESS ROAD	3,567,039	186,782	-	186,782
3C MINOR ROADWAY & SAFETY	02307084 MARKHAM RD (HEATHROW)	4,167	1,796,028	-	1,796,028
3C MINOR ROADWAY & SAFETY	02407074 AMANDA ST ROAD IMPROVEMENTS	119,165	153,335	-	153,335
3C MINOR ROADWAY & SAFETY	02507062 HUNTER TRAIL DEPRESSION EVAL	418,937	(418,937)	698,567	279,630
3C MINOR ROADWAY & SAFETY	02507064 BLUE FISH ROADWAY PIPE REPLACE	189,530	(189,530)	209,210	19,680

BAR 25-053 SALES TAX PROGRAM UPDATES

REFERENDUM CATEGORY	BUSINESS UNIT NAME	LTD ACTUALS FY25	FY25 CURRENT BUDGET AVAILABLE	BAR AMOUNT	FY25 BUDGET AFTER BAR
3C RESIDENTIAL SUBDIV REHAB	01785240 PIPE LINING & INSPECT-DRAINAGE	14,870,034	483,394	-	483,394
3C RESIDENTIAL SUBDIV REHAB	01785258 HILLVIEW DR SIDEWALK-DRAINAGE	1,404,903	326,208	1,709,635	2,035,843
3C RESIDENTIAL SUBDIV REHAB	01785488 CRANE STRAND CANAL CULVERT REP	2,419,555	1,137	(1,137)	-
3C RESIDENTIAL SUBDIV REHAB	01907077 MIDWAY DRAINAGE IMPROVEMENTS	23,951	11,979,479	(2,645,479)	9,334,000
3C RESIDENTIAL SUBDIV REHAB	02207097 WOODLAND PH2 SUBDV OUTFALL REP	678,581	285,366	(285,366)	-
3C RESIDENTIAL SUBDIV REHAB	02307065 STORMWATER MASTER PLAN	215,477	284,523	(100,599)	183,924
3C ROADWAY RESURFACING	01785216 LOCAL ROAD RESURFACING	31,341,004	1,674,248	-	1,674,248
3C ROADWAY RESURFACING	01785222 ROADWAY PAVEMENT TESTING	1,558,829	476,695	-	476,695
3C ROADWAY RESURFACING	01785224 ROAD INSPECTIONS & ASSET MGT	1,690,243	89,103	-	89,103
3C ROADWAY RESURFACING	02307100 WEKIVA SPRINGS RD PAVING	669,865	-	-	-
3C ROADWAY RESURFACING	02407070 W 25TH ST /AIRPORT BLVD PAVE	1,525,862	156,281	-	156,281
3C ROADWAY RESURFACING	02507035 MARKHAM WOODS RESURFAC ENCLAVE	1,000,000	-	-	-
3C ROADWAY RESURFACING	02507037 MARKHAM WOODS RESURF LK MARY B	1,300,000	-	-	-
3C ROADWAY RESURFACING	02507039 E LK MARY BLVD RESURF US17-92	1,575,811	406,163	-	406,163
3C ROADWAY RESURFACING	02507041 SANFORD AVE RESURFAC LEMON ST	49,264	950,736	-	950,736
3C SIDEWALK / ADA IMPROVEMENTS	01785248 OLD LK MARY RD SIDEWALKS	177,147	126,425	(75,534)	50,891
3C SIDEWALK / ADA IMPROVEMENTS	01785272 RIVERVIEW AVE SIDEWALK	363,044	908,911	(875,365)	33,546
3C SIDEWALK / ADA IMPROVEMENTS	01785444 ROADWAY ADA IMPROVEMENTS	3,696,422	489,989	-	489,989
3C SIDEWALK / ADA IMPROVEMENTS	01785479 STORMWATER SIDEWALK REPAIRS	10,906,625	5,975	200,000	205,975
3C SIDEWALK / ADA IMPROVEMENTS	02207081 ORANOLE/LINNEAL BEACH SIDEWALK	220,190	351,248	-	351,248
3C SIDEWALK / ADA IMPROVEMENTS	02407099 SANFORD AVE RAILROAD CROSSING	234,446	98,704	64,941	163,645
3C SIDEWALK / ADA IMPROVEMENTS	02407116 TUCKER DR SIDEWALK	431,266	6	(6)	-
3C SIDEWALK / ADA IMPROVEMENTS	02407117 BRENTWOOD AVE SIDEWALK	304,436	5	(5)	-
3C STORMWATER & WATER QUALITY	01785335 ECON BASIN DRAINAGE EVAL	1,302,735	121,958	(34,411)	87,548
3C STORMWATER & WATER QUALITY	01785340 ECON LAKE CRESCENT DRAING EVAL	812,643	27,224	(27,224)	-
3C STORMWATER & WATER QUALITY	01785440 LAKE BRANTLEY NUTRIENT STUDY	145,124	4,876	-	4,876
3C STORMWATER & WATER QUALITY	01785441 LAKE SEMINARY NUTRIENT STUDY	90,564	9,436	-	9,436
3C STORMWATER & WATER QUALITY	01785442 LAKE SYLVAN NUTRIENT STUDY	167,631	38,522	-	38,522
3C STORMWATER & WATER QUALITY	01907068 RETREAT RD DRAINAGE IMP	1,178,435	323,528	(323,528)	-
3C STORMWATER & WATER QUALITY	02007024 WEKIVA BMAP/PFA GRDWTR ANALYS	120,410	14,320	-	14,320
3C STORMWATER & WATER QUALITY	02007092 HILLVIEW DR DRAINAGE RSF	2,432,092	1,915,370	-	1,915,370
3C STORMWATER & WATER QUALITY	02007101 MILLER RD CULVT DRAINAGE HMGP	1,545,585	32,619	(28,552)	4,066
3C STORMWATER & WATER QUALITY	02007102 NEBRASKA AVE BRIDGE DRAIN HMGP	2,436,818	440,455	-	440,455
3C STORMWATER & WATER QUALITY	02007104 NOLAN RD CHANNEL DRAINAGE HMGP	1,008,387	22,720	(22,720)	-
3C STORMWATER & WATER QUALITY	02007111 SMITH CANAL/MONROE BASIN STUDY	776,590	79,975	(50,902)	29,073
3C STORMWATER & WATER QUALITY	02007123 LAKE VEGETATION SEDMNT REMOVAL	88,824	51,176	-	51,176
3C STORMWATER & WATER QUALITY	02007124 WILLOW AVE-ALHAMBRA DRAIN HMGP	2,367,118	461,933	253,629	715,562
3C STORMWATER & WATER QUALITY	02107094 OXFORD RD DRAINAGE & SIDEWALK	835,550	4,164,388	426,411	4,590,799
3C STORMWATER & WATER QUALITY	02207091 LAKE MILLS NUTRIENT ANALYSIS	-	300,000	-	300,000
3C STORMWATER & WATER QUALITY	02207094 COUNTY LAKE BASIN STUDIES EAST	3,766,112	895,931	(4,688)	891,243
3C STORMWATER & WATER QUALITY	02207095 USGS GEO SURVEY RAIN MONITORNG	359,660	-	-	-
3C STORMWATER & WATER QUALITY	02207099 LITTLE WEKIVA RIVER REST PROJ	2,518,765	118,309	-	118,309
3C STORMWATER & WATER QUALITY	02307072 HOWELL CREEK BANK STABILIZATIO	-	952,000	(951,000)	1,000
3C STORMWATER & WATER QUALITY	02307073 HIBISCUS LN BAFFLE BOX EFFICIE	74,837	68,163	-	68,163
3C STORMWATER & WATER QUALITY	02307094 HMGP COVID LAKE HARNEY CIR	54,525	22,365	44,393	66,758
3C STORMWATER & WATER QUALITY	02307095 HMGP COVID OLD MIMS JUNGLE RD	46,951	9,428	25,600	35,028
3C STORMWATER & WATER QUALITY	02404067 LAKE MARKHAM ROAD DRAINAGE	9,592,682	7,318	-	7,318
3C STORMWATER & WATER QUALITY	02407072 SPRING LAKE OUTFALL EXCAVATION	48,108	1,893	(1)	1,893
3C STORMWATER & WATER QUALITY	02407106 NRCS-IAN-COST SHARE 11560	4,359,907	(19,413)	19,432	19
3C STORMWATER & WATER QUALITY	02507043 LK HOWELL HYDRO NUTRIENT	-	250,000	-	250,000
3C STORMWATER & WATER QUALITY	02507044 LITTLE WEKIVA SEDIMENT	10,688	89,312	-	89,312
3C STORMWATER & WATER QUALITY	02507045 WATER QUALITY MASTER PLAN	16,983	233,017	-	233,017
3C STORMWATER & WATER QUALITY	02507046 BOLAND DRAINAGE IMPROVEMENT	22	847,704	-	847,704
3C STORMWATER & WATER QUALITY	02507055 MARXAN MODEL STRATEGY ECFRPC	-	175,000	(55,000)	120,000
3C STORMWATER & WATER QUALITY	02507057 WEKIVA BASIN AREA FLOOD STUDY	-	159,349	(0)	159,349
3C STORMWATER & WATER QUALITY	02507061 MARYLAND ST/ASTOR FARMS	-	120,083	-	120,083
3C STORMWATER & WATER QUALITY	02507066 WACCASSA BERM REMOVAL	-	558,429	(557,429)	1,000
3C STORMWATER & WATER QUALITY	02507069 S. COUNTRY CLUB RD	-	-	365,291	365,291
3C STORMWATER & WATER QUALITY	02507065 IAN MICHIGAN AVE	-	-	376,573	376,573
3C STORMWATER & WATER QUALITY	02507073 RED BUG RD WASHOUT	-	-	104,164	104,164
3C STORMWATER & WATER QUALITY	02507074 DEAN ROAD VOID-CONSTRUCTION	-	-	155,103	155,103

BAR 25-053 SALES TAX PROGRAM UPDATES

REFERENDUM CATEGORY	BUSINESS UNIT NAME	LTD ACTUALS FY25	FY25 CURRENT BUDGET AVAILABLE	BAR AMOUNT	FY25 BUDGET AFTER BAR
3C STORMWATER & WATER QUALITY	02507075 - NRCS DAMAGE SURVEY	-	-	8,327	8,327
3C STORMWATER & WATER QUALITY	02507071 DELEON STY DRAINAGE IMPROVEMENTS	-	-	2,680,305	2,680,305
3C STORMWATER & WATER QUALITY	9999903 - PROJECT CONTINGENCY	-	-	1,000,000	1,000,000
3C TRAFFIC SIGNAL SIGN STRP	01785163 TRAFFIC MAST ARM INSPECTIONS	517,281	864	-	864
3C TRAFFIC SIGNAL SIGN STRP	01785165 TRAFFIC MAST ARMS REFURBISHMNT	1,457,124	707,985	-	707,985
3C TRAFFIC SIGNAL SIGN STRP	01785167 TRAFFIC ATMS-ITMS PROJECTS	5,331,692	134,835	-	134,835
3C TRAFFIC SIGNAL SIGN STRP	01785169 NEW TRAFFIC SIGNAL CABINETS	4,739,706	840,976	-	840,976
3C TRAFFIC SIGNAL SIGN STRP	01785171 VARIABLE MESSAGE SYSTEM UPGRAD	616,240	370,032	-	370,032
3C TRAFFIC SIGNAL SIGN STRP	01785313 LED STREET SIGN UPGRADE	1,455,404	299,622	-	299,622
3C TRAFFIC SIGNAL SIGN STRP	01785344 MAST ARM REBUILDS	3,239,624	875,935	-	875,935
3C TRAFFIC SIGNAL SIGN STRP	01785346 ROADWAY TRAFFIC LANE STRIPING	549,923	468,861	-	468,861
3C TRAFFIC SIGNAL SIGN STRP	01785458 EE WILLIAM@WOODLANDS MAST ARM	204,425	44,536	-	44,536
3C TRAFFIC SIGNAL SIGN STRP	01785470 SR 436 @ BALMY BEACH MAST ARM	415,424	123,083	-	123,083
3C TRAFFIC SIGNAL SIGN STRP	01785471 SR426@HOWELL BRANCH-MAST ARM	643,502	296,667	-	296,667
3C TRAFFIC SIGNAL SIGN STRP	01785571 SCHOOL FLASHER SIGNAL UPGRADES	647,302	80,132	-	80,132
3C TRAFFIC SIGNAL SIGN STRP	01907047 CONNECTED VEHICLE/ICM EQUIP	1,327,871	3,254	(3,254)	(0)
3C TRAFFIC SIGNAL SIGN STRP	01907048 TRAFFIC VIDEO WALL UPGRADE	99,901	5,430	-	5,430
3C TRAFFIC SIGNAL SIGN STRP	01907056 SR436@PEARL CAUSEWAY MAST ARM	412,148	26,999	-	26,999
3C TRAFFIC SIGNAL SIGN STRP	01907086 TRAFFIC FIBER OPTIC PULL BOX	1,254,290	96,975	-	96,975
3C TRAFFIC SIGNAL SIGN STRP	02107081 CR427@ E LAKE MARY RD SIGNAL	-	400,000	-	400,000
3C TRAFFIC SIGNAL SIGN STRP	02107082 SR 434 @ SAND LAKE RD SIGNAL	427,934	-	-	-
3C TRAFFIC SIGNAL SIGN STRP	02207070 SR436 @ BEAR LAKE RD MAST ARM	283,539	389,056	-	389,056
3C TRAFFIC SIGNAL SIGN STRP	02207072 SR436 @ PRAIRIE LAKE MAST ARM	41,026	132,908	-	132,908
3C TRAFFIC SIGNAL SIGN STRP	02207073 SR434@E LAKE BRANTLEY MAST ARM	297,872	400,828	-	400,828
3C TRAFFIC SIGNAL SIGN STRP	02207078 TRANSPORTATION MASTER PLAN UPD	847,381	538,844	(1)	538,843
3C TRAFFIC SIGNAL SIGN STRP	02207106 BALMY BEACH @ WALMART SIGNAL	369,200	66,506	(0)	66,506
3C TRAFFIC SIGNAL SIGN STRP	02307075 MAST ARMS-LK MARY BL @ LK EMMA	88,600	620,825	-	620,825
3C TRAFFIC SIGNAL SIGN STRP	02307076 MAST ARMS-LK MARY BLV @ SUN DR	568,012	342,438	-	342,438
3C TRAFFIC SIGNAL SIGN STRP	02307077 MAST ARM-LK MARY BL@LK MRY CEN	331,932	358,420	-	358,420
3C TRAFFIC SIGNAL SIGN STRP	02307078 MAST ARMS-LK MARY BL@INTERNTNL	250,506	299,626	-	299,626
3C TRAFFIC SIGNAL SIGN STRP	02307079 MAST ARM-TUSKAWILLA@WILLA SPNG	639,608	128,208	-	128,208
3C TRAFFIC SIGNAL SIGN STRP	02407066 CR426 @ LOCKWOOD BLVD MAST ARM	-	650,000	-	650,000
3C TRAFFIC SIGNAL SIGN STRP	02407068 INTERNAT DR @ WAYSIDE MAST ARM	46,384	561,224	-	561,224
3C TRAFFIC SIGNAL SIGN STRP	02407107 17-92 FIBER TRIPLET LKTO SR436	29,910	230,725	-	230,725
3C TRAFFIC SIGNAL SIGN STRP	02407118 GREENWOOD BLVD @ LAKE WAY MAST	-	700,000	-	700,000
3C TRAFFIC SIGNAL SIGN STRP	02407119 LAKE WAY @ LONGWOOD MAST ARM	24,707	727,219	-	727,219
3C TRAFFIC SIGNAL SIGN STRP	02407120 RED BUG LAKE @ CITRUS RD MAST	-	700,000	-	700,000
3C TRAFFIC SIGNAL SIGN STRP	02407121 WEKIVA SPRNG @ FOX VALLEY MAST	15,443	634,557	-	634,557
3C TRAFFIC SIGNAL SIGN STRP	02507031 CR427 @ HESTER MAST ARM	45,751	707,007	-	707,007
3C TRAFFIC SIGNAL SIGN STRP	02507032 TRAFFIC RADIO TO FIBER CONVRSN	198,496	1,504	-	1,504
3C TRAFFIC SIGNAL SIGN STRP	02507033 TRAFFIC CCTV CAMERAS	97,716	102,284	-	102,284
3C TRAFFIC SIGNAL SIGN STRP	02507034 TRAFFIC LAYER 2 SWITCHES	99,979	21	-	21
3C TRAFFIC SIGNAL SIGN STRP	02507068 SAFE STREETS & ROADS MATCH	-	200,000	-	200,000
3C TRAILS	01785315 COUNTY TRAILS IMPROVEMENTS	40,983	61,017	-	61,017
3C TRAILS	02007013 CROSS SEM TRAIL NORTH CONNECT	94,008	2,337,743	(2,317,860)	19,882
3C TRAILS	02104043 AMENITIES FOR TRAIL HEADS	56,000	20,732	-	20,732
3C TRAILS	02104044 SIGNS FOR TRAILS	71,769	5,490	-	5,490
3C TRAILS	02104046 CROSS SEMINOLE TRAIL SPUR-ADA	111,094	-	-	-
3C TRAILS	02204037 MIDWAY AREA TRAILS MASTER PLAN	91,422	25,578	-	25,578
3C TRAILS	02407089 TRAIL SAFETY PROJECTS	1,345,435	672,719	-	672,719
3C TRAILS	02407091 SYLVAN PARK LOOP TRAIL	1,004,354	11,633	-	11,633
3C TRAILS	02407092 SANLANDO LOOP TRAIL	463,251	5,715	-	5,715
3C TRAILS	02407093 TRAIL SIGNAGE PROJECTS	43,273	99,727	-	99,727
3C TRAILS	02407094 TRAIL AMENITIES	-	68,900	-	68,900
3C TRAILS	02407095 CROSS SEMINOLE TRAIL MARKING	786,825	390,478	-	390,478
3C TRAILS	02407096 SEMINOLE WEKIVA TRAIL MARKING	469,104	188,571	-	188,571
3C TRAILS	02407097 FLAGLER TRAIL MARKING	80,406	268,859	-	268,859
3C TRAILS	02407098 KEWANNEE TRAIL MARKING	15,140	51,007	-	51,007
11560 2014 INFRASTRUCTURE SALES TAX Total		232,423,477	124,860,358	(23,018,691)	101,841,667

BAR 25-053 SALES TAX PROGRAM UPDATES

REFERENDUM CATEGORY	BUSINESS UNIT NAME	LTD ACTUALS FY25	FY25 CURRENT BUDGET AVAILABLE	BAR AMOUNT	FY25 BUDGET AFTER BAR
12607 MOBILITY FEE RURAL DISTRICT					
3B MAJOR PROJECTS	02407114 SR426/CR419 WIDEN PH3 12607	-	833,087	(833,087)	-
N/A	999937 RESERVES - 12607	-	205,000	-	205,000
12607 MOBILITY FEE RURAL DISTRICT Total		-	1,038,087	(833,087)	205,000
12608 MOBILITY FEE SUBURBAN EAST DIS					
3B MAJOR PROJECTS	02407111 OXFORD RD IMPROVEMENTS 12608	3,723,685	-	-	-
3B MAJOR PROJECTS	02407112 SLAVIA RD CAPACITY IMP 12608	871,362	2,021,253	(185,332)	1,835,922
N/A	999938 RESERVES - 12608	-	1,310,000	-	1,310,000
12608 MOBILITY FEE SUBURBAN EAST DIS Total		4,595,047	3,331,253	(185,332)	3,145,922
12608 SUBURBAN EAST DISTRICT					
3B MAJOR PROJECTS	02507072 SR426/CR419 WIDEN PH3 12608	-	-	1,485,332	1,485,332
12608 SUBURBAN EAST DISTRICT Total		-	-	1,485,332	1,485,332
12601 ARTERIAL IMPACT FEE (12-31-21)					
1ST GEN REFERENDUM PROJECTS	02107101 LAKE MARY BLVD INTER IMROVE	3,480,921	12,052	-	12,052
12601 ARTERIAL IMPACT FEE (12-31-21) Total		3,480,921	12,052	-	12,052
12602 NORTH COLLECT IMPACT FEE (EXP)					
3B MAJOR PROJECTS	02307080 ORANGE BLV IMPRVM IMP FEE	-	1,012,622	-	1,012,622
12602 NORTH COLLECT IMPACT FEE (EXP) Total		-	1,012,622	-	1,012,622
12603 WEST COLLECT IMPACT FEE (EXP)					
1ST GEN REFERENDUM PROJECTS	02001728 SAND LK TO LAKE BRANT TURN LN	176,000	6,761	-	6,761
12603 WEST COLLECT IMPACT FEE (EXP) Total		176,000	6,761	-	6,761
12604 EAST COLLECT IMPACT FEE (EXP)					
N/A	999909 RESERVES - 12604	-	2,809	-	2,809
12604 EAST COLLECT IMPACT FEE (EXP) Total		-	2,809	-	2,809
12605 SOUTH CN IMPACT FEE (12-31-21)					
N/A	999911 RESERVES - 12605	-	3,349	-	3,349
12605 SOUTH CN IMPACT FEE (12-31-21) Total		-	3,349	-	3,349
12606 MOBILITY FEE CORE DISTRICT					
3B MAJOR PROJECTS	02307081 NORTH ST CORRIDOR IMPROVEMENTS	384,032	825,983	-	825,983
3B MAJOR PROJECTS	02407110 OXFORD RD IMPROVEMENTS 12606	1,510,332	-	-	-
3C MINOR ROADWAY & SAFETY	02507067 LMB @ COUNTRY CLUB RD	45,441	331,190	-	331,190
N/A	999936 RESERVES - 12606	-	174,116	-	174,116
N/A	02507059 AMANDA ST IMPROVEMENTS - 12606	-	94,253	-	94,253
12606 MOBILITY FEE CORE DISTRICT Total		1,939,805	1,425,542	-	1,425,542
12609 MOBILITY FEE SUBURBAN WEST					
3C MINOR ROADWAY & SAFETY	02407113 SR 434 @ SAND LAKE RD WIDENING	774,563	-	-	-
N/A	999939 RESERVES - 12609	-	84,888	-	84,888
12609 MOBILITY FEE SUBURBAN WEST Total		774,563	84,888	-	84,888
Grand Total			144,733,960	(22,551,777)	122,182,183

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

3rd Generation One Cent Infrastructure Sales Tax: From Completion to Next Steps

Board of County Commissioners (BCC) Meeting

October 28, 2025

Agenda

- Purpose
- Background
- Remaining 3rd Gen Capital Improvement Program
- Next Steps
- Requested Action

Purpose of Presentation

- Present an overview of the remaining projects needed to complete the 3rd Generation One Cent Infrastructure Sales Tax Work Program.
- Present a summary cash flow that outlines the timeline and funding needed to complete the program.

Background

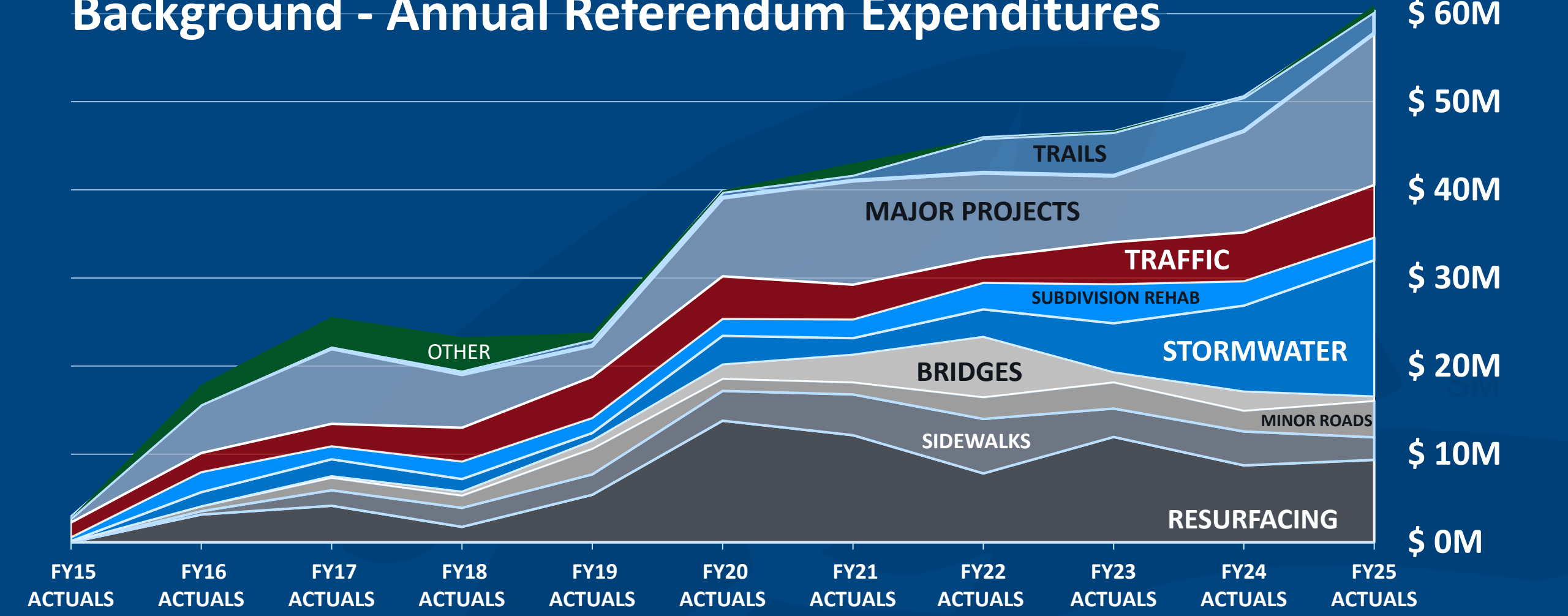
3rd Generation Sales Tax Actuals by Referendum Category

Referendum Category	Referendum Estimate (Millions)	3rd Gen Major Categories Total FY15-25 Actuals (Millions)
Major Projects	$153.4	$90.9
Roadway Resurfacing	$68	$78.3
Stormwater/Water Quality	$40	$44.8
Subdivision Rehab/Drainage	$35	$24.8
Sidewalks/ADA Improvements	$15	$30.4
Bridge Replacement/REHAB	$12	$17.0
Minor Roadways	$10	$21.1
Traffic Signals	$10	$42.7
Trails	$10	$17.9
Other (Public Safety Infrastructure)	$12.8	$12.5
TOTAL	**$366.2**	**$380.4**

All 3rd Gen listed projects are complete or in the process of completion.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Background - Annual Referendum Expenditures



Background – FY 2024/25 Year End Budget and Actuals

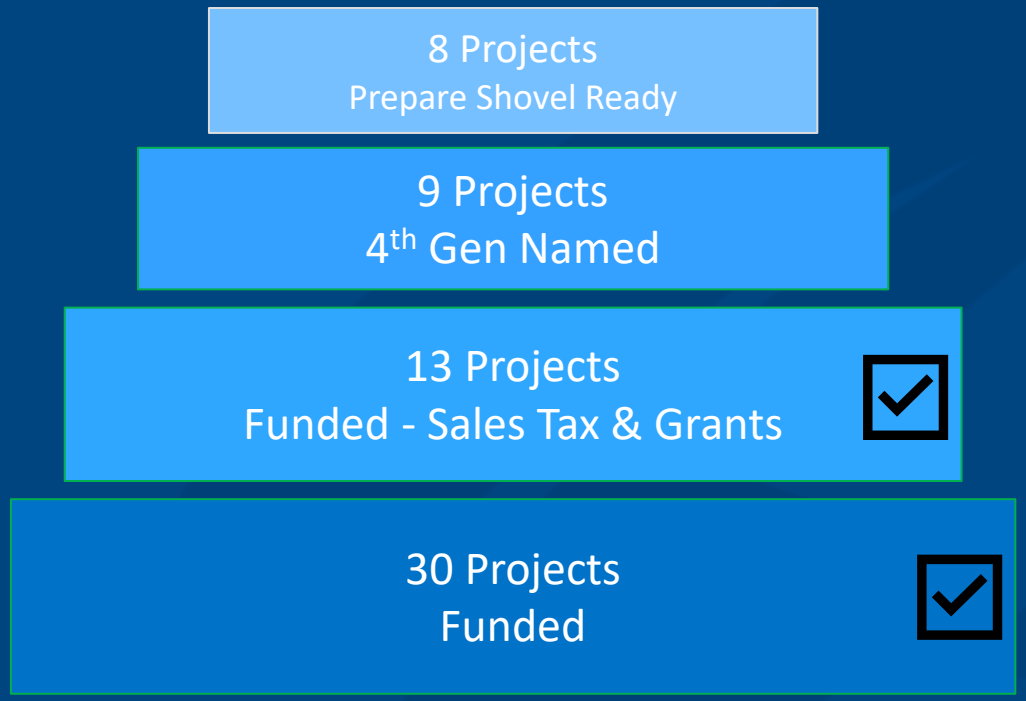
	Millions
FY15-25 Actuals 3rd Gen Sales Tax	$380.4
FY15-25 Actuals Leveraged Funds	$175.1
FY2024/25 Carryforward for Existing Projects (all corresponding funds, including leveraged)	$145.9
Subtotal	**$701.4**

	Millions
FY2024/25 Carryforward for Existing Projects (all corresponding funds, including leveraged)	$145.9
Less Budget Amendment Request (BAR)	$22.5
Less Leverage/Capital Maintenance	$19.7
Remaining Carryforward for Existing Projects	**$103.7**

Remaining 3rd Gen Capital Improvement Program (CIP)

60 Total Projects Remaining

13 Projects Completed in FY24/25



- Continue Capital Maintenance Programs (i.e., resurfacing, pipelining, sidewalks, traffic signals, bridge repair, etc.)
- Right size/complete remaining projects
- Actively pursue other funding sources for roadway and drainage projects (Federal Funds (SU) – MetroPlan Orlando)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Current CIP Projects – Prepare for Shovel Ready

Projects	Estimate to Complete	Current Phase	Funding Next Step
Amanda Street Road Improvements Phase 1	$ 1,310,784	Design	Submit to MetroPlan - LAP
Kentucky Street Improvements Part 1	$ 1,880,122	Finalizing Design & ROW	Submit to MetroPlan - LAP
Old Lake Mary Road Sidewalks	$ 1,299,641	Finalizing Design & ROW	Submit to MetroPlan - LAP
Orange Boulevard (CR 431) Safety	$ 39,006,659	Finalizing Design & ROW	"Build" Grant Application - 2026/27; remaining funding 4th Gen in 2028
Red Bug Lake Road & Mikler Intersection Improvements	$ 500,926	Design	Submit to MetroPlan - LAP
Riverview Avenue Sidewalk	$ 980,166	Finalizing Design & ROW	Submit to MetroPlan - LAP
Slavia Road Capacity Improvement	$ 14,162,968	Finalizing Design & ROW	Consider for inclusion in 4th Gen in 2029; Requires Turnpike bridge project complete first.
Spring Valley Farms Underdrain Phase 2	$ 615,611	Design Complete	Submit to MetroPlan - LAP
Grand Total	**$ 59,756,878**		

Projects will complete Design and ROW phases, with Construction dependent on securing additional state or federal funding (e.g., MetroPlan Orlando – Local Agency Program (LAP), Better Utilizing Investments to Leverage Development (BUILD) Grant, or other federal programs).

Current CIP Projects – 4th Gen Named in Referendum

Projects	Estimate to Complete	Current Phase
E. SR 434 at Ronald Reagan Boulevard (CR 427)	$ 8,038,274	Design
Midway Drainage Improvements Bid Package 1*	$ 15,295,751	Design Complete, Out to Bid 1a, 1b, 2b (Grant and 3rd Gen funds being utilized)
Midway Drainage Improvements Bid Package 2*	$ 21,580,460	Finalizing Design
North Street Corridor Improvements Phase 1	$ 27,208,440	Design for Segment 1 and 3, Segment 2 Design Complete
North Street Corridor Improvements Phase 2*	$ 4,121,466	Design
North Street Corridor Improvements Phase 3	$ 13,157,505	Design
Ravenna Park/Lincoln Heights Drainage*	$ 765,543	Design
SR426/CR419 Widening - Phase 3*	$ 21,163,579	Starting Design
Sunset Drive and Lake Blvd Drainage Improvements	$ -	Design Not Started
Grand Total	**$ 111,331,018**	

These projects will complete the current phase and will be "Shovel Ready" for 4th Gen funding

** Grant/Partner Funds on the Project*

Summary of Funded CIP

1. Continue Capital Maintenance Programs	→	Funding **+$23M** for FY25/26 Capital Maintenance
2. Right size/complete remaining projects	→	Fund ROW and Design Close-out of Construction Projects & Studies
3. Actively pursue other funding sources for roadway and drainage projects (SU Funds – MetroPlan Orlando)	→	Pursue Grant Reimbursement

Summary of Funded CIP by Project Phase

Project Phase	Total Remaining Funds	FY25-26 Cash Flow	FY26-27 Cash Flow	FY27-28 Cash Flow
Construction	$ 80,074,275	$ 52,410,777	$ 27,551,128	$ -
Design	$ 18,261,969	$ 16,313,430	$ 2,060,908	$ -
ROW	$ 2,692,137	$ 2,692,137	$ -	$ -
Study	$ 2,630,377	$ 2,353,420	$ 276,957	$ -
Grand Total	$ 103,658,757	$ 73,769,765	$ 29,888,993	$ -

September 30, 2025 data

Cashflow of Funded CIP by Program Category

Categories / Projects	Total Remaining Funds	FY25-26 Cash Flow	FY26-27 Cash Flow	FY27-28 Cash Flow
Completed Projects	$ 1,818,035	$ 1,818,035	$ -	$ -
Funded	$ 39,027,798	$ 23,227,505	$ 15,800,293	$ -
Funded - Sales Tax & Grants	$ 35,928,286	$ 35,023,493	$ 904,793	$ -
Prepare Shovel Ready	$ 4,841,443	$ 4,841,443	$ -	$ -
4th Gen Named	$ 22,043,197	$ 8,859,289	$ 13,183,908	$ -
Grand Total	$ 103,658,757	$ 73,769,765	$ 29,888,993	$ -

September 30, 2025 data

Next Steps

- Complete 3rd Gen Work Program in FY27-28
- Establish the 4th Gen Sales Tax CIP Work Program for Listed 4th Gen Projects
  - Meet with Cities to coordinate Work Program and partner opportunities
  - Meet and work with regional partners such as the Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, Central Florida Expressway Authority, and MetroPlan Orlando on partner projects
  - Actively pursue federal and state grant opportunities
  - Upon completion of the 2050 Mobility Transportation Plan, staff will present the findings to the Board to inform the selection of projects for the 4th Gen program

Requested Action

Approve the Chairman to execute a Resolution implementing the Budget Amendment Request 205-053 in the amount of $22,551,777 to realign budgets for existing infrastructure projects

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-990

Title:

4th Generation Sales Tax Project Priorities **(Kristian Swenson, Assistant County Manager and Tim Jecks, Management & Budget Director)**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

4th Generation Sales Tax Project Priorities

October 28, 2025

Agenda

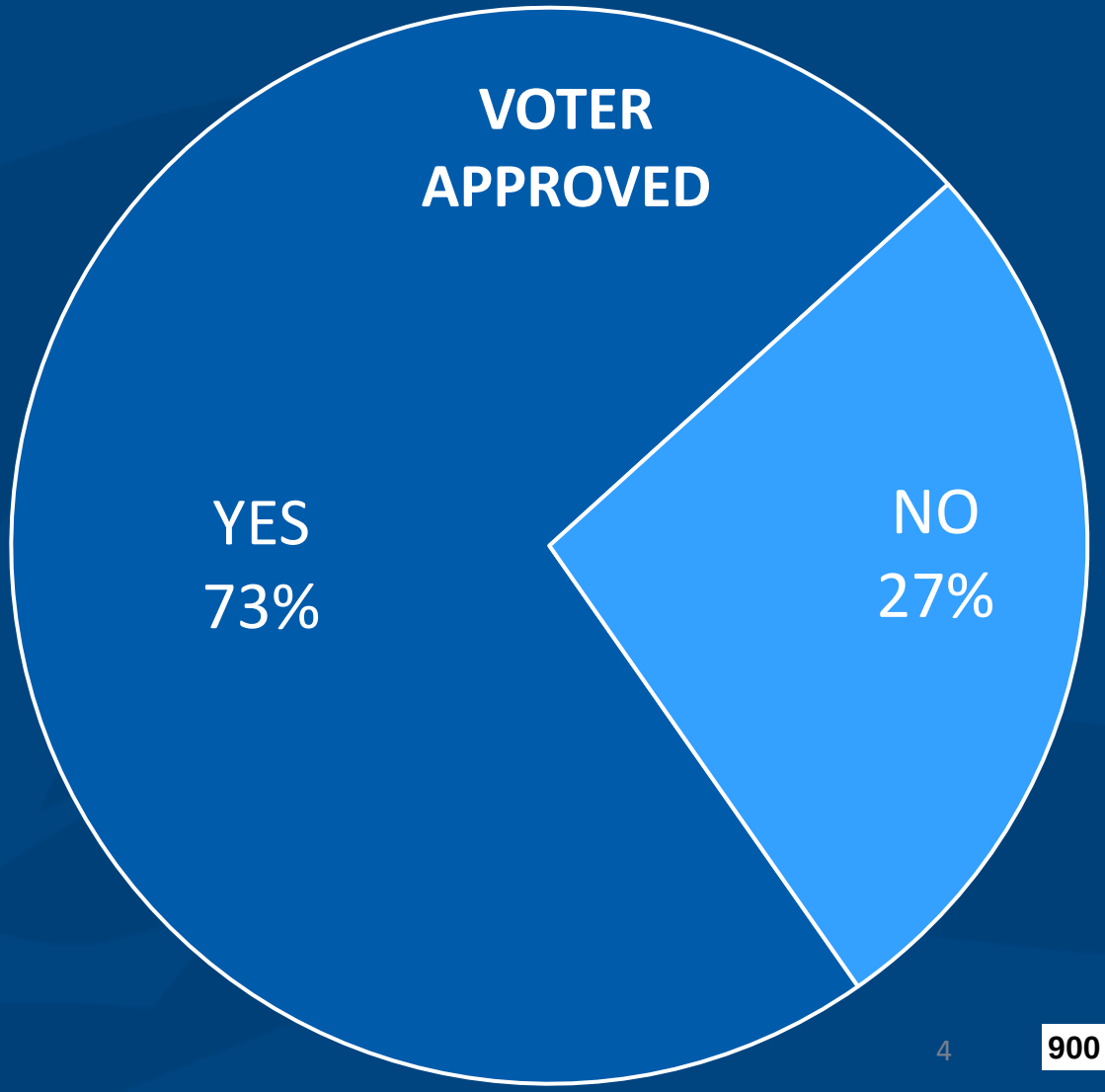
- Purpose
- Background
- Potential Project Priorities
- Next Steps
- Requested Action

Purpose

To request approval for the Board to establish initial priorities for non-transportation 4th Generation Sales Tax Infrastructure Projects.

Background

- Referendum approved Nov 2024
- Must be used on **Public Infrastructure** projects
- Expanded project categories from previous generations

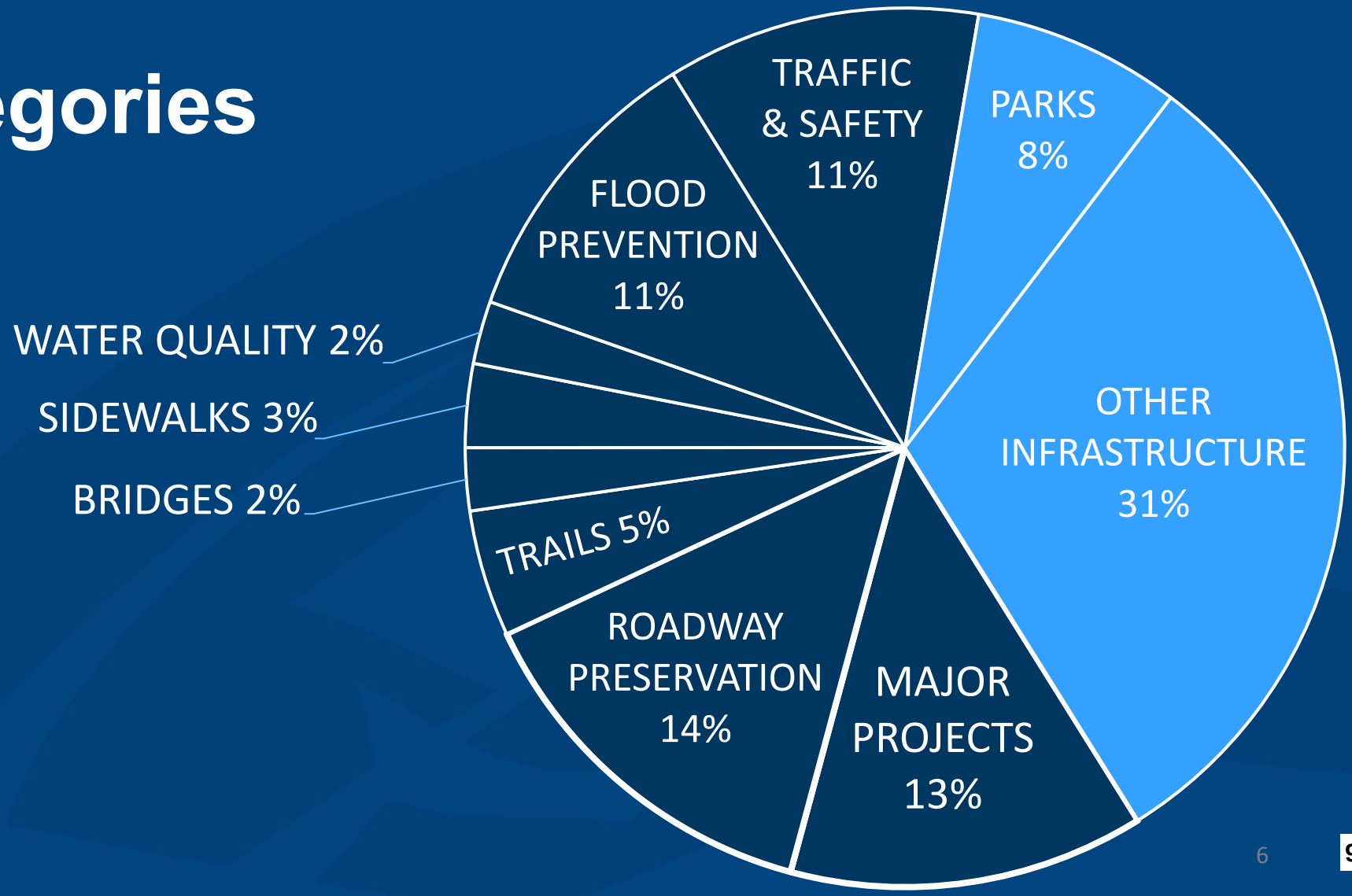


900

Project Categories in Referendum

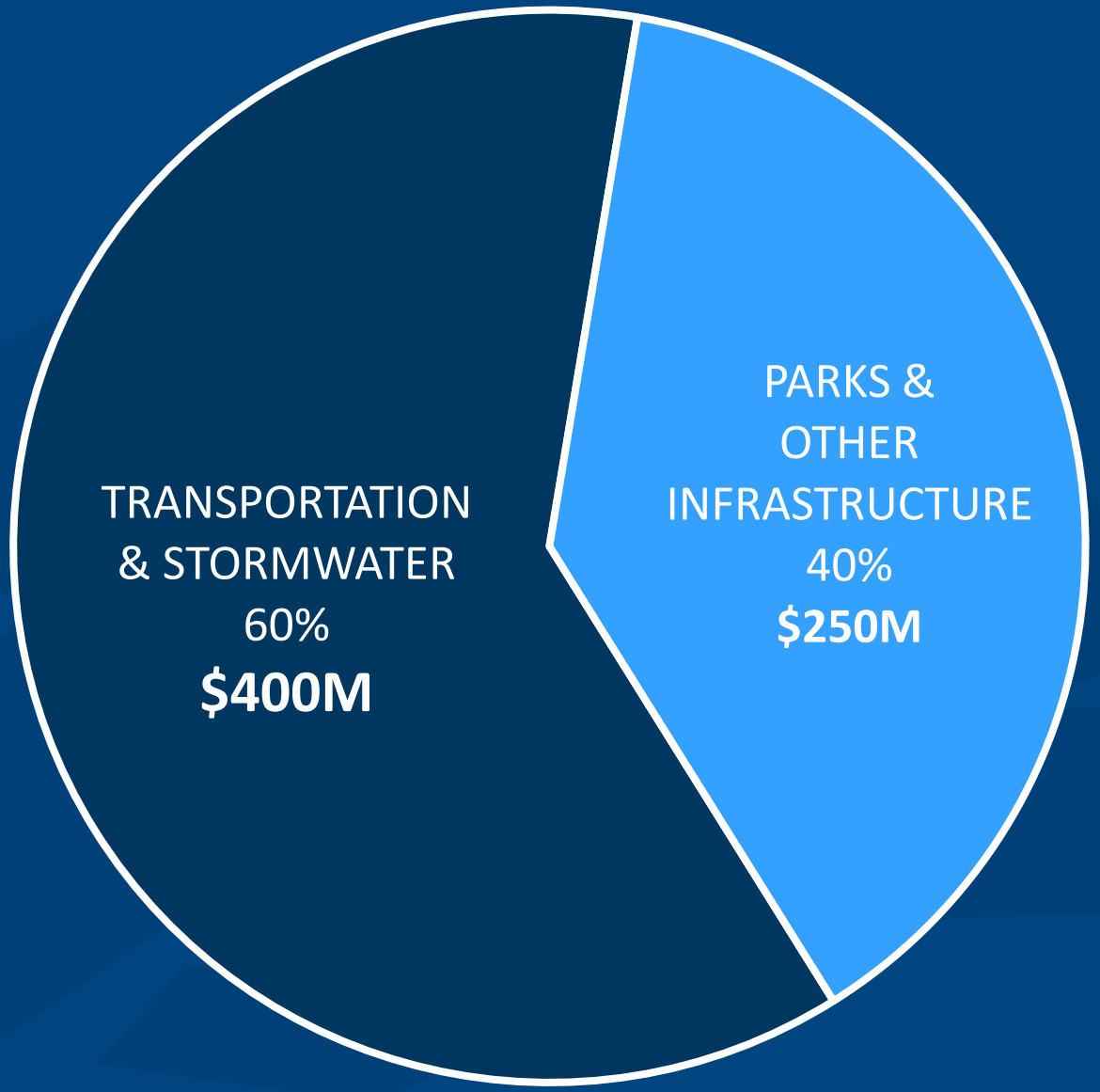
- Major Projects
- Roadway Preservation
- Flood Prevention & Drainage
- Trails
- **Park Infrastructure**
- Traffic Improvements
- Walkable Communities
- Water Quality Protection
- Bridges
- **Other Public Infrastructure**

Project Categories



$650M Revenue
10 Year Estimate

Infrastructure Types



$650M Revenue
10 Year Estimate

Revenue Collections

Currently Available to Budget:

$40M	FY25 Current Collections (9 months)
$50M	FY26 Projected Revenues
$90M	FY26 Currently Available to Fund Projects

Debt Financing Considerations

- Used when funding is needed immediately
- Debt Term must match pledged revenues

$250M	Total available for Parks & Other Infrastructure
$25M	Annual Debt Service
$210M	Immediate Proceeds
($40M)	Interest Expense (3%; 10-year term)

Potential Infrastructure Project Priorities

Potential Projects

- Animal Services Building
- County Administration Building
- Medical Examiner Building
- Rolling Hills Trail & Park Improvements
- Rosenwald Property
- WB Equestrian Center Building

Projects listed in alphabetical order

Project Description:

- The expansion of the current Animal Services Shelter to include additional kennel space, HVAC for new and existing kennels, and associated building upgrades.

Current Status:

- Architecture RFP and Construction Manager at Risk RFP in development.

County Administration Building

Project Description:

- New multi-story office administration building and parking garage that houses the BCC Chambers, staff, as well as the Property Appraiser's and Tax Collector's offices.

Current Status:

- Recommend to the BCC selection of the Architect and the Construction Manager at Risk for negotiation and contract approval 10/28/25.

Project Description

- The construction of a medical examiner facility that could be a single-use county facility or a shared regional facility with Lake County. Facility to include administrative offices, autopsy and pathology suites, forensic, as well as laboratories

Current Status

- Architecture RFP Proposal is being reviewed by staff.
- Construction Manager at Risk RFP solicitation closing 10/29/2025
- Construction completion planned for the 3rd Quarter of FY 2029

Project Description:

The Rolling Hills Park property, formerly the Rolling Hills Golf Course, will be converted to a public park with recreational amenities. This project includes roadway improvements in the area that will address multi-modal roadway needs that include pedestrians, bicyclists, and drivers.

Current Status:

- Guaranteed Maximum Price (GMP) for construction is currently under staff review and negotiation.
- Guaranteed Maximum Price (GMP) for construction to BCC – 11/18/2025 (Estimated)

Project Description:

A Community Center construction project that is being built in three phases:

- Phase 1A – Three (3) pavilions positioned with a walking path.
- Phase 1B – Continuation of site amenities up to Lake Mobile to include a fishing pier and a kayak launch.
- Phase 2 – Construction of new Community Center

Current Status:

- Phase 1A – Guaranteed Maximum Price (GMP) for construction to BCC – 10/28/2025
- Phase 1B – Currently in design - Construction estimated 2nd Quarter FY 2026
- Phase 2 – Currently in design – Construction estimated 3rd Quarter FY 2026

Project Description:

- Rehab existing Horse Barn into office building. Concern if building will fall into disrepair if it remains unoccupied.

Current Status:

- Developing architectural proposal scope for improvements.

Next Steps

- Bring future Budget Amendments to the Board as needed to establish funding for approved projects as needed

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1009

Title:

Quarterly Service Recognition Awards **(Christina Brandolini, Human Resources Director)**

Employee Service Recognition

4th Quarter Employee Years of Service Recognition:

July 2025:

Michael Fraher, Animal Services Investigator (Emergency Management) – 20 Years

Glen Siracusa, Firefighter (Fire) – 25 Years

Noel Oteyza, ATMS Coordinator (Public Works) – 25 Years

Charlie Wetzel, County Traffic Engineer (Public Works) - 25 Years

John Brown, Technology Coordinator (Public Works) – 30 Years

August 2025:

Laura Simpson, Emergency Communication Dispatcher (Fire) - 20 Years

Carrie Longsworth, Community Assistance Division Manager (Community Services) – 20 Years

Robert Cruthis, Lieutenant (Fire) – 25 Years

Rhonda Charrell Reese, Senior GIS Analyst (IT) – 30 Years

September 2025:

Gladys Marrozos, Procurement Administrator (Resource Management) - 20 Years

Robert Miner, Equipment Operator (Parks & Recreation) - 20 Years

Jazlyn Zombo, Lieutenant (Fire) – 20 Years

Gerald Hutchinson, Warehouse Supervisor (Fire) - 25 Years

Tommy Oliveras, Telecommunications Division Manager (Emergency Management) – 25 Years

Neil Newton, Program Manager II (Resource Management) - 30 Years

Marlene Clark, Staff Assistant (Emergency Management) - 30 Years

Kathy Hammel, Principal Planner (Development Services) - 35 Years

4TH Quarter Retirements:

Jeffery Steinbach, Distribution Technician (Utilities) – 31 Years

John Schneider, Lieutenant (Fire) – 30 Years

Lisa Manuel, Emergency Communications Dispatcher (Fire) – 38 Years

Marion Priest, Survey Technician (Public Works) – 38 Years

Laurie Hayes Coleman, Senior Financial Analyst (Public Works) – 29 Years

Anthony Mozick, Construction Manager (Public Works) – 21 Years

Richard Merritt, Tradeswoker (Parks & Recreation) – 21 Years

Michael Leonard, Water Treatment Plant Operator (Utilities) - 20 Years

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

File Number: 2025-962

Title:

Approve the adoption of the Ordinance amending Chapter 95, Health, Property Maintenance, and Sanitation, of the Seminole County Code of Ordinances by amending Part 1 related to nuisances; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date. Countywide. (**Tricia Johnson, Deputy County Manager**)

Division:

Development Services

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Tricia Johnson/407-665-7247

Background:

At its September 24, 2024 meeting, the Board of County Commissioners (BCC) directed staff to revise the County's Code Enforcement program, including the processes and procedures related to Code Enforcement and relevant chapters of the Seminole County Code.

On September 23, 2025, the BCC held a work session to review proposed modifications and recommendations for Chapter 95, Code Enforcement.

Key recommendations incorporated into the draft ordinance include:

- Amending procedures for the removal of nuisances from property;
- Delegating authority to the Code Enforcement Division Manager, or designee, to make determinations regarding nuisance violations and related abatements via a Notice to Remedy;
- Delegating authority to a Special Magistrate to consider and decide challenged nuisance determinations or abatements;

- Implementing conforming changes to the International Property Maintenance Code (IPMC) previously adopted and incorporated into the County Code; and
- Deleting references to obsolete and duplicative code.

The County Manager's Office, County Attorney's Office, and Development Services Department recommend adoption of the ordinance amending Chapter 95 to strengthen the County's ability to enforce its codes and ordinances.

Notice of Public Hearing was published on the Seminole County public notices website on Friday, October 17, 2025. If approved, the ordinance will take effect upon filing with the Florida Department of State by the Clerk to the Board of County Commissioners.

Requested Action:

Staff requests the Board approve the adoption of the Ordinance amending Chapter 95, Health, Property Maintenance, and Sanitation, of the Seminole County Code of Ordinances by amending Part 1 related to nuisances; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date.

ORDINANCE NO. 2025-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING CHAPTER 95, HEALTH, PROPERTY MAINTENANCE, AND SANITATION, OF THE SEMINOLE COUNTY CODE OF ORDINANCES BY AMENDING PART 1 RELATED TO NUISANCES; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 95, Seminole County Code of Ordinances, addresses County code enforcement procedures regarding nuisance violations and the abatement thereof, as authorized by Chapter 162, Florida Statutes; and

WHEREAS, the County Commission finds that the adoption of this ordinance is necessary to enhance the County's enforcement of certain codes and ordinances and to streamline the County's nuisance abatement procedures; and

WHEREAS, the County Commission finds that the delegation of authority to the Code Enforcement Division Manager, or designee, to make determinations regarding nuisance violations and related abatements via a Notice to Remedy will expedite both the processing and implementation of such abatements; and

WHEREAS, the County Commission finds that the delegation of authority to a Special Magistrate to consider and decide challenged nuisance determinations or abatements will assist the County to expedite the processing of such abatements while continuing to ensure that due process is provided to property owners; and

WHEREAS, the County Commission finds that the revisions to the nuisance abatement process will provide a more expeditious method of enforcing County codes and ordinances equitably and effectively; and

WHEREAS, the County Commission finds this Ordinance in compliance with state law and in the best interests of the public health, safety and welfare of the citizens of Seminole County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Ordinance.

Section 2. Revising Chapter 95, Health, Property Maintenance, and Sanitation. Part 1 (Nuisances) Chapter 95 (Health, Property Maintenance, and Sanitation), Seminole County Code, is hereby amended to read as follows:

Chapter 95 – HEALTH, PROPERTY MAINTENANCE, AND SANITATION

PART 1. - NUISANCES

ARTICLE I. – NUISANCES

* * *

Sec. 95.2. Definitions. The following definitions apply to this Part:

Abandoned. Items that are no longer maintained, used, or claimed.

Abandoned vehicle. Any vehicle as defined in this Section, including, but not limited to, any parts of vehicles, which are unusable as a form of transportation due to mechanical or structural insufficiencies, unless such vehicle is located within a legally permitted, permanent, enclosed structure or shrouded with a vehicle cover in a legally permitted, permanent carport.

Code Enforcement Officer. ~~A person~~ County Manager designated ~~by the Board of County Commissioners who has a~~ employees or agents of Seminole County whose duty it is to enforce codes and ordinances in the County, or any law enforcement officer as defined in Section 943.10(1), Florida Statutes, or its successor provision.

~~*Code Inspector*. The person designated by the Board of County Commissioners to enforce the provisions of this Part. The term also includes, but is not limited to, Code Enforcement Officer~~

~~and all County personnel designated by the appropriate Department Director or County Manager with responsibility to enforce codes and ordinances.~~

Discarded. Material that has been let go of, thrown away, or no longer maintained.

Improved property. Any lot, parcel, or area of land that has been deliberately altered from its natural condition through human action for an identifiable purpose in support of a lawful use or activity including, but not limited to, residential or commercial development, stormwater management, recreation, and agriculture. Abandonment, disuse, or foreclosure will not remove such property from classification as "improved". Excluded from this definition are public rights-of-way, publicly owned stormwater facilities, publicly owned landfills, and all publicly owned parks or natural land areas designated for passive recreational purposes. Property that does not fall within the scope of the preceding description will be considered "unimproved".

Junk Vehicles. A vehicle that is dismantled, wrecked, junked, nonoperating, or any combination of such conditions. Evidence that a vehicle is a junk vehicle may include, but is not limited to, factors such as:

(1) Motor vehicle, vehicle, or vessel is wrecked, not operational as evidenced by vegetation underneath as high as the motor vehicle, vehicle, or vessel body or frame, refuse or debris collected underneath or the motor vehicle, vehicle, or vessel is used solely for storage purposes.

(2) The motor vehicle, vehicle, or vessel body frame is partially dismantled, visibly having no engine, transmission or other major parts or has major parts which are visibly dismantled.

(3) The motor vehicle, vehicle, or vessel has no valid license tag.

(4) The motor vehicle, vehicle, or vessel is in any physical state rendering it not operational, or physically or mechanically incapable of being moved under its own power as designed by manufacturer, or legally not permitted to be operated on the public streets.

(5) The motor vehicle, vehicle, or vessel does not have affixed a current and valid ~~automobile~~ license tag.

Lands or premises. Any real property, whether improved or unimproved, except, that as used in relation to, or in connection with, Section 95.3(b) of this Code, these terms mean any unimproved real property lying within a radius of 75 feet from any structure and any improved property regardless of distance from a structure. As it relates to this paragraph, the term "structure" means any building, either permanent or temporary, which can be used for housing, business, commercial, office or industrial purposes and does not refer to signs, fences, swimming pools, utility, accessory or agricultural buildings.

Remains or rubble of a structure. The remains or rubble of a structure, which has been burned, stricken by other casualty, demolished, or exists in a state of excessive disrepair or decay similar to and including, but not limited to, extreme exterior dilapidation, broken, missing, rotting or collapsed windows, doors, walls, or roof.

Rubbish. Useless waste material or any items no longer fit to be used, including, but not limited to, discarded household chemicals, yard trash, paper, cardboard, metal, lumber, concrete rubble, glass, bedding, crockery, household furnishings, household appliances, dismantled pieces or of motor vehicles or other machinery, broken, abandoned, or discarded trailers, wrecked or dismantled watercraft, abandoned or discarded tires, unusable furniture, discarded or unusable appliances.

Stagnant or foul water. Water having any of the following characteristics: not flowing or moving; dirty, grossly offensive, or obstructed water with foreign matter that may provide a breeding area for mosquitoes, rodents, snakes, or other species of insect or animal; constituting a habitat for disease bearing organisms; or serving as a host for algae or other growth indicative of water that is not disinfected.

Structure. Any building, either permanent or temporary, that can be used for housing, business, commercial, office, or industrial purposes, but not including signs, fences, or swimming pools. The term also includes utility, accessory, and agricultural buildings as it relates to Section 95.3(c) Remains or Rubble of a Structure, but not to Section 95.3(b) Uncultivated Vegetation.

Swimming pool. Any structure that is intended for swimming or recreational bathing, including, but not limited to, in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas.

Uncultivated vegetation. All unmaintained vegetation that has grown in an uncontrolled manner to more than ~~eight (8)~~ twelve (12) inches in height or that is liable to produce an unhealthy or unsanitary condition or becomes a harboring place for mosquitoes, vermin, or vectors. This term does not include controlled plants and gardens, trees, palms, active crops or pasture lands associated with bona fide agricultural uses.

Unsecured swimming pool. Private swimming pools, hot tubs and spas capable of holding water more than 24 inches (610 mm) in depth lacking any of the following: (1) being completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool; (2) the gates and doors in such barriers are self-closing and self-latching; (3) the self-latching device is at least 54 inches (1372 mm) above the bottom of the gate; and (4) the release mechanism is located on the pool side of the

gate. Spas or hot tubs with a safety cover that complies with American Society for Testing Materials (ASTMF) 1346, as this standard may be amended or replaced are excluded from this definition.

Unusable. Items that are no longer fit to be used or do not operate as originally intended.

Vehicle. A machine used to transport, pull, push, or propel people, animals or other matter along the ground, in the air, or on a body of water, including machines propelled by horses or similarly capable animals, designed to travel along the ground or water for the purposes of transporting persons or property or pulling machinery, including, but not limited to, automobiles, trucks, boats, watercraft, trailers, aircraft, motorcycles, and tractors.

Vehicle cover. A weather-resistant cover manufactured for the intended purpose of covering a vehicle exposed to outdoor elements. Vehicle covers shall be opaque and fit the vehicle being covered. Vehicle covers shall be maintained in good condition with no fading, tearing, rips, or holes. Vinyl or canvas tarpaulin, or other covers not designed for use as a vehicle cover, shall be prohibited.

Violator. Any person or property owner who has control or appears to have control of a property or circumstance of an alleged code violation, such as a property owner, tenant or business owner.

Sec. 95.3. Nuisances declared. It is hereby declared and determined by the Board of County Commissioners of Seminole County that the following will constitute, either individually or in any combination, nuisances when existing upon lands or premises in the unincorporated area of Seminole County:

(a) Rubbish.

(b) Uncultivated vegetation.

(c) The remains or rubble of a structure.

(d) Abandoned or discarded volatile, corrosive, poisonous, or noxious chemicals, liquids, or substances.

(e) Abandoned or junk vehicle; provided, however, that an abandoned or junk vehicle kept within an enclosed garage or ~~attached~~ shrouded with a vehicle cover in a legally permitted, permanent carport, or on the premises of a legally operating business enterprise when necessary to the functioning of such business operated in a lawful place and manner, or in a permitted or lawful storage area maintained in a lawful place and manner will not be deemed a violation.

(f) Stagnant or foul water.

(g) An unsecured swimming pool.

(h) Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, or welfare of the citizens of Seminole County.

* * *

Sec. 95.5. - International Property Maintenance Code adopted.

* * *

(c) *Technical Amendments*. The following sections of the IPMC are hereby revised or deleted as follows:

* * *

(13) Section 107 "Violations" is deleted in its entirety and replaced with the following:

~~1. It shall be unlawful for any person, corporation, or other entity to be in violation of any provision of this code. Violations shall be deemed a strict liability offense.~~

~~2. Violations of the IPMC shall be prosecuted by the County by any lawful means available including, but not limited to, actions before the code enforcement board~~

~~or special magistrate to impose a daily fine for noncompliance and/or for abatement of nuisances, civil code enforcement citation, and by an independent action before a court of law. Penalties and additional County remedies for violations hereof shall be as provided under section 1.8 of the County code.~~

~~3. In the event that a person fails to comply with an order rendered by the code enforcement board or special magistrate which determines that a nuisance exists, the County manager, or his or her designee, is hereby authorized to take lawful steps including, but not limited to, instituting an appropriate proceeding at law or in equity to restrain, correct, remove, abate, terminate or eliminate such violation, or to require removal or termination of the unlawful occupancy of the structure in violation of this IPMC. If the County causes the conditions constituting the violation to be remedied, any expenses incurred by the County to remedy the violation including, but not limited to, all applicable costs, interest, administrative expenses, and attorney's fees. The County's action to correct the nuisance shall be at the expense of the owner(s), in accordance with Chapters 95 and 168, Seminole County Code. The County's liens created as a result of the County's elimination or removal of a nuisance may be foreclosed in accordance with Chapters 95 and 168, Seminole County Code.~~

1. It shall be unlawful for any person, corporation, or other entity to be in violation of any provision of this code. Violations shall be deemed a strict liability offense.

2. Violations of the IPMC shall be prosecuted by the County by any lawful means available including, but not limited to, actions before the code enforcement board or special magistrate to impose a daily fine for noncompliance, abatement of

nuisances, civil code enforcement citation, and by an independent action before a court of law. Penalties and additional County remedies for violations hereof shall be as provided under section 1.8 of the Seminole County Code.

3. In the event that a nuisance exists, the County manager, or designee, is hereby authorized to take lawful steps including, but not limited to, instituting an appropriate proceeding at law or in equity to restrain, correct, remove, abate, terminate or eliminate such violation, or to require removal or termination of the unlawful occupancy of the structure in violation of this IPMC. County actions to correct nuisances in accordance with the County Code shall follow the relevant processes as provided in Chapters 95 and 168, Seminole County Code. If the County causes the conditions constituting the violation to be remedied, any expenses incurred by the County to remedy the violation including, but not limited to, all applicable costs, interest, administrative expenses, and attorney's fees, may be imposed as a lien upon the property in accordance with Chapters 95 and 168. The County's action to correct the nuisance shall be at the expense of the owner(s), in accordance with Chapters 95 and 168, Seminole County Code. The County's liens created as a result of the County's elimination or removal of a nuisance may be foreclosed in accordance with Chapters 95 and 168, Seminole County Code.

* * *

Secs. 95.6—95.10. Reserved.

ARTICLE II. - REMOVAL OF NUISANCES FROM PROPERTY

* * *

Sec. 95.12. Notice to ~~remove~~ Remedy.

(a) If the Code ~~Inspector~~ Enforcement Division Manager, or designee, finds and determines that a nuisance as described and declared in Section 95.3 exists, ~~the enforcement officer~~ the Code Enforcement Division Manager, or designee, shall ~~notify~~ provide the owner(s) of the property, and the ~~person or persons causing the violation~~ violator, if other than the property owner(s), with a Notice to Remedy ~~as required in Chapter 162, Florida Statutes, as amended, and the violator of the violation and~~ directing that the nuisance be ~~corrected~~ remedied.

(b) The ~~notice~~ Notice to Remedy shall be provided by certified mail or hand delivery in the same manner as authorized under Chapter 162, Florida Statutes.

(c) The Notice to Remedy shall also be posted upon the property in a conspicuous place visible from the street, and:

(1) Be at least eight and a half (8.5) inches by eleven (11) inches in dimension.

(2) Include a sufficient description by address and/or legal description to identify the property upon which the nuisance exists.

(3) Include a description of the nuisance to be remedied.

(4) Include a statement that the Code Enforcement Division Manager, or designee, has directed that the nuisance be remedied.

(5) State, in bold and conspicuous letters, that if the described nuisance is not remedied within 15 days of the posting of the notice, the Code Enforcement Division Manager, or designee, may remedy the nuisance or cause the nuisance to be remedied; that owner shall be responsible for any costs incurred to remedy the nuisance; and that a lien may be recorded on the property for said costs, and any associated administrative charges or fines.

(6) Include a preliminary, nonbinding estimate of the cost to remedy the nuisance. The estimated cost shall be based upon actual costs incurred to remedy the nuisance.

(d) *Fines for subsequent nuisance abatements*.

(1) A second nuisance abatement on the same property for a violation of section 95.3 within 12 months from the date of the first nuisance abatement shall carry a fine of one hundred dollars ($100.00), which shall be assessed to the owner(s) of the property in addition to any costs incurred by the County to remedy the nuisance and included in the Certification of Costs affidavit issued in accordance with Section 95.14.

(2) Following two (2) nuisance abatements on the same property for violations of Section 95.3 within 12 months from the date of the first nuisance abatement, each subsequent nuisance abatement within that 12-month period shall carry a fine of two hundred dollars ($200.00), which shall be assessed to the owner(s) of the property in addition to any costs incurred by the County to remedy the nuisance and included in the Certification of Costs affidavit issued in accordance with Section 95.14.

(e) *Appeal*.

(1) *Filing of appeal*. The alleged violator subject to a Notice to Remedy may file a written appeal with the Code Enforcement Clerk challenging the nuisance determination. Appeals shall be hand delivered or postmarked within 15 days of the Notice to Remedy being posted. Upon timely receipt, the Code Enforcement Clerk will schedule the appeal for a hearing before the Special Magistrate as soon as reasonably practical thereafter.

(2) *Appellate hearing*.

(A) The County shall provide clerical staff as may be reasonably required by the Special Magistrate to conduct hearings and perform his or her duties. All hearings shall be open to the public and minutes shall be kept of all hearings.

(B) Each case before the Special Magistrate shall be presented by the Code Enforcement Division Manager, or designee, and, if necessary, with the assistance of the County Attorney. All relevant evidence shall be admitted.

(C) The Special Magistrate shall not be bound by formal rules of evidence. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded, but all other evidence of a type of commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in a court of law within the state. The Special Magistrate shall be bound by the interpretations of the Board of County Commissioners concerning the provisions of the codes, ordinances, resolutions and regulations.

(D) Each party to the hearing shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, impeach witnesses and rebut evidence. The general public shall not be entitled to present evidence, although members of the general public may be called as witnesses by either party.

(E) The alleged violator has the right, at his/her own expense, to be represented by an attorney at any hearing.

(F) All testimony before the Special Magistrate shall be under oath and shall be recorded. Minutes shall be kept of all hearings of the Special Magistrate by the Code Enforcement Clerk or designee, and all hearings and proceedings shall be open to the public. Per Section 286.0105, Florida Statutes, notices of meetings and hearings must advise that a record is required to appeal. The County shall include in the notice of any code enforcement meeting or hearing, if notice of the meeting or hearing is required, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the Special Magistrate with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this Section do not apply to the notice provided in Section 200.065(3), Florida Statutes.

(G) The burden of proof shall be with the County to show by greater weight of evidence that a nuisance exists and that the alleged violator committed, allowed, or was responsible for maintaining the violation.

(H) If notice has been provided to the alleged violator of the hearing (which shall be as required by Chapter 162, Florida Statutes), the hearing may be conducted and an order rendered in the absence of the alleged violator.

(I) At the conclusion of the hearing, the Special Magistrate shall either affirm (in whole or in part) or dismiss the nuisance determination and shall issue a written order reflecting their determination.

(3) *Remedy of nuisance following appellate hearing*. If the appeal is denied, the nuisance must be immediately remedied. If the nuisance is not remedied within three days of the Special Magistrate's decision at the appeal hearing or the date of the order, whichever is earlier, the Code Enforcement Division Manager, or designee, may cause the nuisance to be remedied.

(f) If the alleged violator fails to appeal the nuisance determination or correct the nuisance within 15 days of the posting the Notice to Remedy, the Code Enforcement Division Manager, or designee, may cause the nuisance to be remedied.

~~**Sec. 95.13. Determination of nuisance by Code Enforcement Board or Special Magistrate(s).** Upon receipt of a complaint filed by a Code Enforcement Officer, the Code Enforcement Board or the Special Magistrate(s) shall conduct a hearing to determine if a nuisance exists and what steps must be taken to remove the nuisance in accordance with the provisions of the Florida Statutes and the Seminole County Code.~~

~~**Sec. 95.14. Elimination of nuisance.**~~

~~(a) If the Code Enforcement Board or Special Magistrate(s) has issued an order determining that a nuisance exists, the violator shall take immediate action to comply with the Code Enforcement Board's or Special Magistrate's order and remove the nuisance. If the violator(s) has/have not removed the nuisance either within the time designated for compliance by the Code Enforcement Board or the Special Magistrate(s), the Development Services Director, or his or her designee, may place, or cause to be placed, a notice of violation placard upon the property in violation in a conspicuous and easily visible location.~~

~~(b) The notice of violation placard shall:~~

~~(1) Be at least eighteen (18) inches by twenty-four (24) inches in dimension.~~

~~(2) Include a sufficient description by address and/or legal description to identify the property upon which the violation exists.~~

~~(3) Include a description of the violation to be corrected.~~

~~(4) Include a statement that the Code Enforcement Board has ordered that the violation be corrected.~~

~~(5) State, in bold and conspicuous letters, that if the described violation is not corrected within fifteen (15) calendar days of the posting of this notice, then the Development Services Director may order the violation to be corrected, and impose a lien upon the property for the actual cost of such correction.~~

~~(6) Include a preliminary, nonbinding, minimum estimate of the cost of correction if the Development Services Director is required to cause the violation to be corrected. The estimated cost of correction shall be based upon the then current rate as may be established by the Board of County Commissioners and is intended to provide notice to the owner(s), agent, custodian, lessee or occupant of the estimated cost of correction.~~

~~(c) Concurrently with the posting of the notice of violation placard upon the property, the Development Services Director, or his or her designee, shall deliver, or cause to be delivered, by certified mail or hand delivery, a notice of violation to the owner(s) containing the information set forth in subsection (b).~~

~~(d) If the owner(s) fails/fail to correct the nuisance within fifteen (15) days after posting of the sign and mailing of the notice, the Development Services Director, or his or her designee, may cause the nuisance to be immediately corrected by removing, abating, terminating, or eliminating the nuisance.~~

Sec. 95.~~15~~13. - Correction of imminently hazardous nuisance conditions.

(a) In situations involving nuisance conditions requiring immediate, direct action to eliminate hazards imminently dangerous to the health, safety or welfare of the public, the County may, upon the authorization of the ~~Development Services Director~~ Code Enforcement Division Manager, or ~~his or her~~ designee, cause the nuisance to be immediately ~~corrected by abating, terminating, removing, or eliminating the nuisance~~ remedied. The County's action to correct the nuisance shall be at the expense of the owner(s).

(b) Within ~~five (5)~~ seven days after the County has ordered the correction of an ~~immediately~~ imminently hazardous nuisance in accordance with subsection (a), the ~~Development Services Director~~ Code Enforcement Division Manager, or ~~his or her~~ designee, shall give the ~~owner(s)~~ alleged violator notice of said correction according to the procedures detailed in Section 95.12. In addition to the requirements of Section 95.12, the notice shall explain that the property contained hazards requiring immediate correction, that the nuisance has been corrected, and that the ~~property owner(s)~~ alleged violator(s) has/have ~~thirty (30)~~ days from the date of receiving the certification of costs to either make payment to the County or file a written request with the County for a hearing before the ~~Board of County Commissioners~~ Special Magistrate at which the ~~owner(s)~~ alleged violator(s) shall have an opportunity to show cause why costs of correction should not be assessed against the property.

Sec. 95.~~16~~14. Certification of costs. ~~After~~ Except for removal and destruction of junk vehicles, after a nuisance has been corrected as provided in this Part, the ~~Development Services Director~~ Code Enforcement Division Manager, or ~~his or her~~ designee, shall certify by affidavit all expenses incurred by the County in correcting said nuisance plus any administrative charges or fines as provided in this Section. A copy of the certification shall be sent by regular mail and certified mail to the last known address of the ~~owner(s)~~ alleged violator(s), which copy shall

constitute a demand for the payment of such costs. Except as specifically provided in Section 95.~~17~~15, payment shall be due within ~~thirty (~~30~~)~~ days of receiving the certification. Costs incurred in the removal and destruction of junk vehicles must be paid to the person designated by the Board of County Commissioners to remove and destroy them by the owner of the junk vehicle.

Sec. 95.~~17~~15. Right to hearing after corrective action taken.

(a) Prior to the expiration of the time that payment for correction of a nuisance by the ~~Board of County Commissioners~~ Code Enforcement Division Manager is due, the ~~owner(s)~~ alleged violator(s) shall have the right to have a hearing before the ~~Board of County Commissioners~~ Special Magistrate to show cause, if any exists, why the costs and charges incurred by the County under this Part are excessive or unwarranted. Nothing contained in this Section shall be construed to disturb or permit a review of prior orders entered by the Code Enforcement Board or the Special Magistrate(s) ~~or the Board of County Commissioners; provided, however, that~~ if the County has corrected an imminently hazardous nuisance on property pursuant to Section 95.~~15~~13, the ~~owner(s)~~ alleged violator(s) may challenge the necessity of the County's action to correct said nuisance. In the event that the ~~Board of County Commissioners~~ Special Magistrate finds that the immediate correction of a nuisance under Section 95.~~15~~13 was not necessary, no costs shall be assessed against the ~~owner(s)~~ alleged violator(s) for the correction.

(b) A request for a hearing must be in writing, and either hand delivered or mailed to the Code Enforcement Clerk ~~must be served upon the Development Services Director, or his or her designee,~~ prior to the time that payment for the correction of a nuisance is due, and must be attached to a copy of the certification of costs. Upon the filing of a ~~proper~~ written request for a hearing, liability for payment of the certification costs shall be suspended until the conclusion of the hearing before the ~~Board of County Commissioners~~ Special Magistrate. Any costs assessed by

the ~~Board of County Commissioners~~ Special Magistrate shall be due within ten ~~(10)~~ days of the hearing.

Sec. 95.~~18~~16. Lien created. If the owner(s) fails to make payment within the time specified by this Part, the certification of costs assessed against the affected land, as described in Section 95.~~16~~14, shall be recorded in the official land records of the County and shall create and constitute an order and a lien against such land, payable to the County. More than one (1) lot or parcel of land, by whomever owned, may be joined in any foreclosure action if assessed under the provisions of this Part. Property subject to a lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding lien including all interest, court costs, advertising costs and reasonable attorney's fees. Where a lien recorded pursuant to this Article has been paid in full, including all applicable costs, interest, administrative expenses, and attorney's fees pursuant to this Part, a satisfaction or release of lien shall be executed by the ~~County Manager or designee~~ Code Enforcement Division Manager and shall be recorded by Seminole County staff.

Sec. 95.~~19~~17. Administrative expenses.

In addition to the actual cost of correcting the violation pursuant to Sections 95.~~14~~12 and 95.13, the County may also assess charges for administrative expenses incurred in securing and monitoring the services of a private contractor to correct the violation.

Sec. 95.~~20~~18. Injunctive relief. In addition to any other action authorized by law, the Board of County Commissioners may bring suit to restrain, enjoin, or otherwise prevent any violation of this Part.

Secs. 95.19—95.20. Reserved.

* * *

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

JAY ZEMBOWER, Chairman

JBN/kw
10/20/25

Topic: Code of Ordinances Amendment – Chapter 95, (Nuisances), Part 1 (Health, Property Maintenance, and Sanitation), Code Enforcement

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed ordinance amends Chapter 95, which addresses the abatement of nuisances such as high grass and weeds, rubbish, unsecured pools. etc. The ordinance amends the nuisance abatement process, delegating authority to the Code Enforcement Division Manager, or designee, to make determinations regarding nuisance violations and related abatements. The ordinance delegates authority to a Special Magistrate to consider and decide challenged nuisance determinations or abatements. This ordinance authorizes the County to abate public nuisances in accordance with the provided process.

This ordinance is in compliance with state law and serves the public purpose of protecting the public health, safety and welfare of the citizens of Seminole County.

***Question 1:* Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☑ Yes.
- ☐ No.

***Question 2:* This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☐ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**

The initial direct costs will be paid from the Code Enforcement abatement budget. Liens may be imposed on subject properties in cases where owners fail to pay for the nuisance abatement(s) performed by the County.
As to indirect economic impacts, there may be a noticed increase in property values with the implementation of this ordinance, which authorizes the County to, following notice to owners, abate nuisances upon private properties.

Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):**

- **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.**
- **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

NA. There is no direct impact on private, for profit businesses.

Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

NA. There is no direct impact on businesses.

Code Amendments

Chapter 95

Board of County Commissioners

October 28, 2025

Background

- April 2024: Code Enforcement Working Group established
- September 24, 2024: Commission approves Code Enforcement transition from Sheriff's Office
- January 14, 2025: Commission approves Code Enforcement transition plan
- May 13, 2025: Commission adopts International Property Maintenance Code
- September 9, 2025: Commission adopts Chapter 53 Ordinance

Key Action Items

- ✓Adoption of the International Property Maintenance Code (IPMC)
- ✓Staffing and Recruitment Complete
- ✓Budget Finalized: Budget Process
- ✓Fleet and Facilities
- ✓Standard Operating Procedures, CE Training Program, and current case review
- ✓Code Amendments: Chapter 53
- ✓Code Amendments: Chapters 95, 120, 168, and Administrative Code

Key Action Items

- Interim IT Program Set-Up: Ongoing
- Develop and deploy an easier-to-use public portal
- Overhaul internal case management process
- Code Amendments: Chapter 40
- New Division Launched: October 1, 2025

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Chapter 95: Health, Property Maintenance, and Sanitation

- Delete References to Obsolete and Duplicative Code
- Overgrown Yards and Abatements
- Rubbish, Structural Remains, Volatile Chemicals and Substances
- Collection of Costs Pursuant to Abatements

Recommendations and Next Steps

- Approve the adoption of the Ordinance amending Chapter 95, Health, Property Maintenance, and Sanitation, of the Seminole County Code of Ordinances by amending Part 1 related to nuisances; Providing for codification in the Seminole County Code; Providing for Severability; and providing and effective date.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-978

Title:

Approve the adoption of the Ordinance amending Chapter 120, Junk and Junk Dealers, of the Seminole County Code by amending Part 1 related to junk vehicles; Changing the name of Chapter 120 to “Junk”; Clarifying and updating definitions and regulations regarding removal of junk vehicles; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date. Countywide. **(Tricia Johnson, Deputy County Manager)**

Division:

Development Services

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Tricia Johnson/407-665-7247

Background:

At its September 24, 2024, meeting, the Board of County Commissioners (BCC) directed staff to revise the County’s Code Enforcement program, including the processes and procedures related to Code Enforcement and relevant chapters of the County Code.

On September 23, 2025, the BCC held a work session to review proposed modifications and recommendations for Chapter 120, Junk and Junk Dealers.

Key recommendations incorporated into the draft ordinance include:

- Proposing change to Chapter title;
- Clarifying and updating definitions and regulations regarding removal of junk vehicles; and
- No cost to County or taxpayers.

Requested Action:

Staff requests the Board approve the adoption of the Ordinance amending Chapter 120, Junk and Junk Dealers, of the Seminole County Code by amending Part 1 related to junk vehicles; Changing the name of Chapter 120 to “Junk”; Clarifying and updating definitions and regulations regarding removal of junk vehicles; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date.

ORDINANCE NO. 2025-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING CHAPTER 120, JUNK AND JUNK DEALERS, OF THE SEMINOLE COUNTY CODE BY AMENDING PART 1 RELATED TO JUNK VEHICLES; CHANGING THE NAME OF CHAPTER 12O TO "JUNK"; CLARIFYING AND UPDATING DEFINITIONS AND REGULATIONS REGARDING REMOVAL OF JUNK VEHICLES; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 120, Seminole County Code of Ordinances, prohibits the abandonment or keeping of junk vehicles on both public and private property and provides removal procedures for such junk vehicles; and

WHEREAS, the County Commission finds that the adoption of this ordinance is necessary to enhance the County's enforcement of certain codes and ordinances relating to junk vehicles; and

WHEREAS, the County Commission finds that the title of Chapter 120 should be amended to reflect matters which it addresses and that removing junk dealers from the Chapter title is therefore appropriate; and

WHEREAS, the County Commission finds this Ordinance in compliance with state law and in the best interests of the public health, safety and welfare of the citizens of Seminole County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Ordinance.

Section 2. Revising Chapter 120, Junk and Junk Dealers. Chapter 120, Junk and Junk Dealers, of the Seminole County Code is hereby amended to read as follows:

Chapter 120 JUNK ~~AND JUNK DEALERS~~

PART 1. JUNK VEHICLES[1]

Sec. 120.1 Definitions.

The following definitions apply to this Part:

Abandoned vehicle: When used in connection with junk vehicle, any vehicle as defined in this Section, including, but not limited to, any parts of the vehicles which are unusable as a form of transportation due to mechanical or structural insufficiencies, unless such vehicle is located within a legally permitted, permanent, enclosed structure or shrouded with a vehicle cover in a legally permitted, permanent carport.

~~*Enforcement officer*: The officer designated by the Board of County Commissioners to enforce the provisions of this Part.~~

Code Enforcement Officer. A person designated by the County Manager who has a duty to enforce codes and ordinances in the County, or any law enforcement officer as defined in Section 943.10(1), Florida Statutes, or its successor provision.

Junk vehicle: A vehicle that is dismantled, wrecked, junked, nonoperating, or any combination of such conditions. Evidence that a vehicle is a junk vehicle may include, but is not limited to, factors such as the following:

(1) The motor vehicle, vehicle, or vessel is wrecked, not operational as evidenced by vegetation underneath as high as the motor vehicle, vehicle, or vessel body or frame, refuse or debris collected underneath or the motor vehicle, vehicle, or vessel is used solely for storage purposes.

[1] State law reference(s)—Procedure for ~~removal of~~ abandoned or lost property ~~located on private or public property~~, § 705.~~16~~103, F.S.~~; Ch. 63-1935, Laws of Fla., 7-10-63; Ch. 69-1615, Laws of Fla., 7-9-65.~~

(2) The motor vehicle, vehicle, or vessel body frame is partially dismantled, visibly having no engine, transmission, or other major parts; or has major parts that are visibly dismantled.

(3) The motor vehicle, vehicle, or vessel has no valid license tag.

(4) The motor vehicle, vehicle, or vessel is in any physical state rendering it not operational, or physically or mechanically incapable of being moved under its own power as designed by manufacturer, or legally not permitted to be operated on the public streets.

(5) The motor vehicle, vehicle, or vessel does not have affixed a current and valid ~~automobile~~ license tag.

Keep: When used in connection with junk vehicles, the act of keeping property having no value other than nominal salvage value, if any, which has been left unprotected from the elements with intention by the owner to remain in possession of it.

Public property: Lands and improvements owned by the County including buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and other similar property.

Vehicle: A machine used to transport, pull, push, or propel people, animals or other matter along the ground, in the air, or on a body of water, including machines propelled by horses or similarly capable animals, designed to travel along the ground or water for the purposes of transporting persons or property or pulling machinery, including, but not limited to, automobiles, trucks, boats, watercraft, trailers, aircraft, motorcycles, and tractors.

Vehicle cover. A weather-resistant cover manufactured for the intended purpose of covering a vehicle exposed to outdoor elements. Vehicle covers shall be opaque and fit the vehicle being covered. Vehicle covers shall be maintained in good condition with no fading, tearing, rips,

or holes. Vinyl or canvas tarpaulin, or other covers not designed for use as a vehicle cover, shall be prohibited.

Sec. 120.2. Abandonment or keeping prohibited.

It is unlawful for any person to abandon or keep any junk vehicle on any ~~public~~ property except that the provisions of this Section do not apply to any junk vehicle kept within an enclosed garage or ~~attached~~ shrouded with a vehicle cover in a legally permitted, permanent carport, or on the premises of a business enterprise when necessary to the functioning of such business operated in a lawful place and manner, or in an appropriate storage area or depository maintained in a lawful place and manner.

Sec. 120.3. Removal of junk vehicles on public property.

(a) Whenever the code enforcement officer ~~ascertains~~ determines that a junk vehicle is present on public property, he or she shall cause a notice to be placed upon the junk vehicle. In addition to this posting, he or she shall make a reasonable effort to ascertain the name and address of the owner of the vehicle, and upon such discovery he or she shall mail on the date of posting a copy of this notice to the owner of the vehicle.

(b) The notice required by Section 120.3(a) of this Code must be substantially in the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property, described as: (setting forth brief description) is unlawfully upon public property known as (setting forth brief description of location) and must be removed within ten days from date of this notice; otherwise, it will be presumed to be an abandoned junk vehicle and will be removed and destroyed by order of Seminole County.

Dated this: (setting forth the date of posting of notice). Signed: (setting forth name, title, address, and telephone number of code enforcement officer).

Such notice must be not less than eight inches by ten inches and must be sufficiently weatherproof to withstand normal exposure to the elements.

(c) It is unlawful for the owner of a junk vehicle to fail to remove the junk vehicle from public property within ten days from the posting of the notice described above, or to fail to show reasonable grounds for the failure to do so within this time limit.

(d) If at the end of ten days after posting such notice the owner or any person interested in the junk vehicle described in such notice has not removed the junk vehicle from public property or shown reasonable cause for failure to do so, the code enforcement officer may cause the junk vehicle to be removed and destroyed. The salvage value, if any, of such junk vehicle will be retained by the County and applied against the cost of removal and destruction of the junk vehicle.

Sec. 120.4. Removal of junk vehicles located on private property.

Whenever the code enforcement officer ~~ascertains~~ determines that a junk vehicle is present on private property, the code enforcement officer shall follow the authorized procedures established in Chapter 95, Part 1 (Nuisances), Seminole County Code, as amended.

~~**Sec. 120.5. Power of Board of County Commissioners to contract for removal.**~~

~~The Board of County Commissioners is hereby authorized and empowered to contract on an exclusive or nonexclusive basis with any person as the Board deems advisable for the purpose of removing and destroying junk vehicles abandoned or kept on public property in violation of this Part upon the direction of the enforcement officer.~~

Sec. 120.6~~5~~. Costs of removal.

All expenses incurred in the removal and destruction of junk vehicles ~~from public property~~ must be paid to the person designated by the Board of County Commissioners to remove and destroy them by the owner of the junk vehicle ~~if the owner can be determined, or, if not, then by the County~~.

~~**Sec. 120.7. Reserved**~~

~~**Secs. 120.8—120.30. Reserved.**~~

Sec. 120.6—120.30. Reserved.

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

[Balance of this page left intentionally blank; signatures on next page]

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this

_____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
JAY ZEMBOWER, Chairman

JBN/kw
10/20/25

Topic: Code of Ordinances Amendment – Chapter 120, (Junk Vehicles), Part 1 (Junk and Junk Dealers), Code Enforcement

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed ordinance amends Chapter 120, Code Enforcement, to provide for more efficient administration of the code enforcement process in relation to the abatement of junk vehicles upon public and private properties. The ordinance clarifies that abandoned vehicles and junk vehicles must be covered with a vehicle cover.
This ordinance is in compliance with state law and serves the public purpose of protecting the public health, safety and welfare of the citizens of Seminole County

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☑ Yes.
- ☐ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☐ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**

Adoption of this ordinance may have direct economic impact on owners of junk vehicles in that it provides for the removal of junk vehicles at the vehicle owner's expense.

As to indirect economic impacts, there may be a noticed increase in property values with the implementation of this ordinance, which authorizes the County to, following notice to owners, abate junk vehicle nuisances upon private properties.

Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):**

- **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.**
- **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

NA. There is no direct impact on private, for profit businesses.

Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

NA. There is no direct impact on businesses.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Code Amendments

Chapter 120

Board of County Commissioners

October 28, 2025

Chapter 120: Junk and Junk Dealers

- Revise the Procedure for Citing and Abating Junk Cars
- Change the Name of Chapter 120 to “Junk”

Recommendations and Next Steps

- Approve the adoption of the Ordinance amending Chapter 120, Junk and Junk Dealers, of the Seminole County Code by amending Part 1 related to junk vehicles; Changing the name of Chapter 120 to “Junk”; Clarifying and updating definitions and regulations regarding removal of junk vehicles; Providing for codification in the Seminole County Code; Providing for severability; And providing an effective date.

File Number: 2025-979

Title:

Approve the adoption of the Ordinance amending Chapter 168, Nuisances, of the Seminole County Code by amending Part 1 related to unoccupied, unsuitable and dangerous or unsafe buildings and structures; Providing for codification in the Seminole County Code; Providing for severability; and providing an effective date. Countywide. **(Tricia Johnson, Deputy County Manager)**

Division:

Development Services

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Jon Martin/407-665-7234

Background:

At the September 24, 2024 meeting, the Board of County Commissioners (BCC) directed staff to revise the County's Code Enforcement program, including the processes and procedures related to Code Enforcement and relevant chapters of the Seminole County Code.

On September 23, 2025, the BCC held a work session to review proposed modifications and recommendations for Chapter 168, Nuisances.

Key recommendations incorporated into the draft ordinance include:

- Amending procedures for the County's abatement of nuisances to unoccupied, unsuitable and dangerous or unsafe buildings and structures;
- Delegating authority to the Development Services Director, Building Official, Fire Marshal, or Code Enforcement Division Manager to issue public nuisance determinations;
- Delegating authority to a Special Magistrate to consider and decide nuisance

determinations or abatements; and

- Implementing conforming amendments for previous changes to Chapters 53 and 95 of the Seminole County Code.

Requested Action:

Staff requests the Board approve the adoption of an Ordinance amending Chapter 168, Nuisances, of the Seminole County Code by amending Part 1 related to unoccupied, unsuitable and dangerous or unsafe buildings and structures; Providing for codification in the Seminole County Code; Providing for severability; and providing an effective date.

ORDINANCE NO. 2025-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING CHAPTER 168, NUISANCES, OF THE SEMINOLE COUNTY CODE BY AMENDING PART 1 RELATED TO UNOCCUPIED, UNSUITABLE AND DANGEROUS OR UNSAFE BUILDINGS AND STRUCTURES; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 168, Seminole County Code of Ordinances, addresses County procedures regarding public nuisance violations and the abatement thereof as such violations pertain to unoccupied, unsuitable and dangerous or unsafe buildings and structures; and

WHEREAS, the County Commission finds that the adoption of this ordinance is necessary to enhance the County's enforcement of certain codes and ordinances and to streamline the County's nuisance abatement procedures relating to buildings and structures; and

WHEREAS, the County Commission finds that the delegation of authority to a Special Magistrate to consider and decide nuisance determinations or abatements in relation to unoccupied, unsuitable and dangerous or unsafe buildings and structures will assist the County to expedite the processing of such abatements while continuing to ensure that due process is provided to property owners; and

WHEREAS, the County Commission finds that the revisions to the public nuisance abatement process will provide a more expeditious method of enforcing County codes and ordinances equitably and effectively; and

WHEREAS, the County Commission finds this Ordinance in compliance with state law and in the best interests of the public health, safety and welfare of the citizens of Seminole County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Ordinance.

Section 2. Revising Chapter 168, Nuisances. Part 1 (Unoccupied, Unsuitable and Dangerous or Unsafe Buildings and Structures) of Chapter 168 (Nuisances), Seminole County Code, is hereby amended to read as follows:

Chapter 168 – NUISANCES

PART 1. UNOCCUPIED, UNSUITABLE AND DANGEROUS OR UNSAFE BUILDINGS AND STRUCTURES

Sec. 168.1. - Nuisances and hazards declared. All buildings or structures within the unincorporated areas of Seminole County, Florida, which are unoccupied and unsuitable for occupancy and are dangerous or unsafe, or which constitute a fire hazard or a hazard to the safety or health of the general public whether by reason of inadequate maintenance, dilapidation, obsolescence, abandonment or otherwise are hereby declared to be public nuisances under the provisions of this Part. This Part is not intended to apply to structures dedicated to agricultural use which do not pose a hazard to the general public. For the purpose of making the determination that any building or structure is a public nuisance and hazard, as defined herein, the standards and requirements of the latest editions of the ~~Southern Standard Building Code~~, Florida Building Code, Electrical Code, Mechanical Code, Plumbing Code, International Property Maintenance Code (as adopted by the County), and any other applicable codes, statutes, ordinances and laws then in effect which regulate the construction and use of structures within the unincorporated areas of Seminole County shall be considered as standards.

Sec. 168.2. - Notice; time for completion. Whenever the Development Services Director, Building Official, Fire Marshal, or Code Enforcement Division Manager of Seminole County shall

find any building or structure or portion thereof to be a public nuisance, as defined in Section 168.1, he or she shall~~, after notice to the District Commissioner of his findings,~~ give the owner of such building or structure written notice of the public nuisance determination, by certified mail, return receipt requested, stating his or her findings and the reasons therefor. This notice shall require the owner to remedy the public nuisance by implementing specified repairs or improvements or the demolition and removal of the public nuisance within a time-certain period. ~~begin, within 30 days and complete within 90 days, the specified repairs or improvements or the demolition and removal of the public nuisance or undertake the appeal process as outlined in Section 168.7 hereof. The period for completing repairs or improvements or the demolition and removal may be extended by the Building Official for good cause shown.~~ Written notice of the public nuisance determination shall contain:

(a) A description of the land, building, structure or premises constituting said public nuisance, said description to include the address and parcel identification number, and, to the extent practicable, a description by metes and bounds or by lot number as indicated in the Public Records of Seminole County, Florida.

(b) The name of the owner(s) of the property, places of residence, and interest of the owners of such property, if known. This requirement shall be satisfied if a diligent and reasonable search of the property and the Public Records of Seminole County, Florida, is made. If the name of the owner is not known, then such fact shall be so stated.

(c) A description of the condition or conditions which constitute the finding of a public nuisance.

(d) The corrective action required to be done to remedy the specified public nuisance including, but not limited to, the repair, improvement or demolition and removal of such building or structure.

~~**Sec. 168.3. - Findings of Building Official to Board of County Commissioners.**~~

~~In case the owner cannot be found within the stated 30 day period, or, if the owner shall fail, neglect, or refuse to comply with notice to repair or to demolish and remove said building or structure or portion thereof, the Building Official shall certify to the Board of County Commissioners, his written findings that said building or structure constitutes a public nuisance. Said certification shall contain the reasons and evidence relied upon for the certified findings, shall specify what portion or portions of such building or structure constitutes a public nuisance, and shall contain a description of the building or structure certified as a public nuisance together with, to the extent practicable, the description by metes and bounds or by lot number of the property upon which such building or structure is located.~~

Sec. 168.3. – Violation procedure.

(a) It shall be the duty of the Code Enforcement Division and other responsible County departments to initiate enforcement proceedings of public nuisance violations through the Development Services Director, Building Official, Fire Marshal, or Code Enforcement Division Manager, as provided herein. The Special Magistrate shall not have the power to initiate such enforcement proceedings. Public nuisance violations presented to the Special Magistrate shall be administered by the Code Enforcement Division or as otherwise determined by the Code Enforcement Division Manager.

(b) Should the described public nuisance continue beyond the time specified to remedy the public nuisance violation, the Code Enforcement Officer shall request a hearing before the

Special Magistrate and provide notice to the owner. All notices required by this Section shall be provided to the owner in accordance with the provisions of Section 162.12, Florida Statutes. Additionally, the notice of hearing shall be posted on the County website at least ten days prior to the hearing.

~~**Sec. 168.4. Determination by Board of County Commissioners.**~~

~~The Board of County Commissioners shall consider such certified finding of a public nuisance at any regularly scheduled meeting and shall be authorized to receive and consider such additional supporting data as it, in its sole discretion, may deem necessary to determine the existence of a public nuisance. If the Board shall determine that the existence of a public nuisance is established, a written notice of such determination shall be filed with the Clerk of the Circuit Court. Said notice shall contain:~~

~~(a) A description of the land, building, structure or premises constituting said public nuisance, said description to include, to the extent practicable, a description by metes and bounds or by lot number as indicated in the Public Records of Seminole County, Florida.~~

~~(b) The name of the owner or owners of the property, places of residence, legal disabilities, if any and if known, and interest of the owners of such property, if known. This requirement shall be satisfied if a diligent and reasonable search of the property and the Public Records of Seminole County, Florida, is made. If the name of the owner is not known, then such fact shall be so stated.~~

~~(c) A description of the condition or conditions which constitute the finding of a public nuisance.~~

~~(d) The corrective action required to be done to abate the specified public nuisance including, but not limited to, the repair, improvement or demolition and removal of such building or structure.~~

~~**Sec. 168.5. Notice to show cause.** A copy of said notice shall be served upon the owner of such land, building, structure or premises, if known, together with a summons to appear before the Board of County Commissioners, at a public hearing at least ten days subsequent to the date of service of said summons, and show cause, if any, why such land, building, structure or premises should not be declared a public nuisance and the corrective action of abatement specified in said notice should not be taken; or cause, if any, why the cost of the corrective action of abatement specified in said notice should not be paid for by the owner of such land, building, structure or premises; or cause, if any, why said cost should not be assessed against said land or premises.~~

~~**Sec. 168.6. - Notice and summons to owner.**~~

~~(a) The copy of the notice and summons specified in Section 168.5 of this Part shall be served upon the owner of such land as specified in said notice by the Sheriff of the county in which such person resides in accordance with the rules governing service of process in the Circuit Courts of the State of Florida.~~

~~(b) If the owner of such building or structure cannot be found within the State of Florida or is unknown or his residence is unknown, it shall be sufficient service and notice upon such owner to post a copy of such notice and summons in some conspicuous place upon such building or other structure and publish the notice and summons which may be combined for this purpose in a paper of general circulation in Seminole County, Florida. Such notice shall be directed to the owner of such land or premises, if known, and shall be published once a week for four consecutive~~

~~weeks prior to the date contained in said notice for the public hearing. A copy of said notice and summons shall be mailed to the owner, if known, at his last known address.~~

Sec. 168.~~7~~4 - Public Hearing.

(a) At the time fixed for said hearing, the owner of such land, building, structure or premises or any interested person shall have the right to present any relevant or material facts or evidence as to why such land, building, structure, or premises does not create a public nuisance or why the cost of the abatement of said public nuisance should not be paid for by the owner of said land, building, structure or premises or why the cost of the abatement of said public nuisance should not be assessed against such land or premises.

(b) If~~, after said hearing,~~ the ~~Board~~ Special Magistrate determines that the condition exists as set forth in the notice, the ~~Board~~ Special Magistrate shall issue an order ~~by resolution~~ declaring the nature of the public nuisance, describing the land, building, structure or premises upon which such public nuisance exists, naming the owner of such land and premises, if known, describing the corrective action required to ~~abate~~ remedy such public nuisance and setting a date certain by which such corrective action shall be completed.

(c) If~~, after said hearing,~~ the ~~Board~~ Special Magistrate determines that the conditions set forth in the notice do not exist, then such notice to the owner should be considered forthwith null and void and of no effect and no action shall be taken by the County in regard to such conditions. Notice of such determination shall be forthwith sent to the owner of such land, building, structure or premises, if known.

Sec. 168.5 - Correction of imminently hazardous public nuisance conditions.

(a) In situations involving public nuisance conditions requiring immediate, direct action to eliminate hazards imminently dangerous to the health, safety or welfare of the public, the

County may, upon the authorization of the Code Enforcement Division Manager, or designee, remedy the public nuisance. The County's action to remedy the nuisance shall be at the expense of the owner(s).

(b) Within seven days after the County has ordered the correction of an imminently hazardous public nuisance in accordance with subsection (a), the Code Enforcement Division Manager, or his or her designee, shall provide the owner(s) notice of said correction according to the procedures detailed in Section 168.2. In addition to the requirements of Section 168.2, the notice shall explain that the property contained hazards requiring immediate correction, that the public nuisance has been corrected, and that the property owner has 30 days from the date of receiving the certification of costs to either make payment to the County or file a written request with the County for a hearing before the Special Magistrate at which the owners shall have an opportunity to show cause why costs of correction should not be assessed against the property.

Sec. 168.8~~6~~6. ~~Assessing costs for abatement of nuisance~~ Certification of costs.

(a) In the event the corrective action required to ~~abate~~ remedy such public nuisance is not completed by the date set forth in the order ~~by resolution~~, the County shall take the necessary corrective action, such as, but not restricted to, demolition~~, burning~~ and clearing to ~~abate~~ remedy such public nuisance and the employees or agents of the County shall have the right to go upon the land or premises upon which such public nuisance exists to perform such action. The actual costs of said corrective action of abatement, including ~~the~~ all administrative expenses, ~~cost incurred in the administration of the public nuisance certification, in the searching of the public records to determine the record owners and in serving the notice as specified in Section 168.6 of this Part~~, shall be assessed to the owner of the affected land or premises and shall become a lien against such land or premises as provided in Section 168.8 of this Part.

~~(b) The Director of the Department of Public Works or such other authorized party shall certify to the Board such costs that are incurred in abating the public nuisance as specified in this Section. A copy of such certifications shall be sent by regular mail to the owner at his last known address, which copy shall constitute a demand for the payment of such cost by the owner within 15 days from the date of such mailing.~~

(b) After a public nuisance has been remedied as provided in this Part, the Code Enforcement Division Manager, or designee, shall certify by affidavit all expenses incurred by the County in correcting said public nuisance plus any administrative charges as provided in this Section. A copy of the certification shall be sent by regular mail and certified mail to the last known address of the owner(s), which copy shall constitute a demand for the payment of such costs. Except as specifically provided in Section 168.7, payment shall be due within 30 days of receiving the certification.

Sec. 168.7. - Right to hearing after corrective action taken.

(a) Prior to the expiration of the time that payment for correction of a public nuisance is due, the owner(s) shall have the right to have a hearing before the Special Magistrate to show cause, if any exists, why the costs and charges incurred by the County under this Part are excessive or unwarranted. Nothing contained in this Section shall be construed to disturb or permit a review of prior order(s) entered by the Special Magistrate(s); provided, however, that if the County has corrected an imminently hazardous public nuisance on property pursuant to Section 168.5, the owner(s) may challenge the necessity of the County's action to correct said nuisance. In the event that the Special Magistrate finds that the immediate correction of a public nuisance under Section 168.5 was not necessary, no costs shall be assessed against the owner(s) for the correction.

(b) A request for a hearing must be in writing, must be either hand delivered to the Code Enforcement Clerk, or mailed to the Code Enforcement Clerk and postmarked, prior to the time that payment for the correction of a nuisance is due, and must be attached to a copy of the certification of costs. Upon the filing of a written request for a hearing, liability for payment of the certification costs shall be suspended until the conclusion of the hearing before the Special Magistrate. Any costs assessed by the Special Magistrate shall be due within ten days of the hearing.

Sec. 168.8. - Lien created. If the owner(s) fails to make payment within the time specified by this Part, the certification of costs assessed against the affected land, as described in Section 168.6, shall be recorded in the official land records of the County and shall create and constitute an order and a lien against such land, payable to the County. More than one lot or parcel of land, by whomever owned, may be joined in any foreclosure action if assessed under the provisions of this Part. Property subject to a lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding lien including all interest, court costs, advertising costs and reasonable attorney's fees. Where a lien recorded pursuant to this Article has been paid in full, including all applicable costs, interest, administrative expenses, and attorney's fees pursuant to this Part, a satisfaction or release of lien shall be executed by the Code Enforcement Division Manager and shall be recorded by the County.

~~**Sec. 168.9 Salvageable materials.** The County may sell any material salvaged from any such building or structure and any other property contained therein or thereupon and credit the proceeds against the cost of demolition or removal, or where an independent contractor is employed to demolish or remove any such building or structure, to convey such material or property to the contractor as compensation or partial compensation for such demolition or removal;~~

~~and, should the proceeds from the disposition of such materials or property exceed the cost of such demolition or removal, such excess shall be used, applied, or paid over in accordance with the written directions of the parties entitled thereto.~~

~~Sec. 168.10 Lien created.~~ ~~If the owner fails to make payment within said 15~~30 ~~days, the amount of the certified cost shall be assessed by the Board against the affected land and such assessment shall create and constitute a lien against such land, payable to Seminole County upon said land superior to all other liens except taxes. Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and with the same attorney's fee, penalties for default in payment, and under the same provisions as to sale and forfeiture, as apply to other County taxes. Collection of such assessments, with such interest and with a reasonable attorney's fee, may also be made by the Board of County Commissioners by proceedings in a court of competent jurisdiction to foreclose the lien of the assessment in the manner in which a lien for mortgages is foreclosed under the Laws of Florida and it shall be lawful to join in any complaint for foreclosure any one or more lots or parcels of land, by whomever owned, if assessed under the provisions of this Part. Property subject to lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding assessment lien including interest, court costs, advertising costs and reasonable attorney's fees. If the total amount of the lien, including all applicable costs, interest, administrative expenses, and reasonable attorney's fees pursuant to this Part, is paid in full, a satisfaction or release of lien shall be executed by the County Manager or designee and shall be recorded by Seminole County staff.~~

~~Sec. 168.11. Right to hearing if cost and charges excessive.~~ ~~Prior to the expiration of the 15 days provided in Section 168.8 of this Part, any owner shall have the right to have a hearing~~

~~before the Board to show cause, if any, why the costs and charges incurred by the County under this Part are excessive or unwarranted or why such costs should not constitute a lien against said land, provided that nothing contained in this Section is to be construed to disturb or permit a review of the order by resolution by the Board of the existence of the public nuisance under Section 168.7 of this Part.~~

~~**Sec. 168.12. Authority to expend funds.** The Board of County Commissioners is authorized to appropriate and expend such funds as may be necessary to carry out the provision of this Part. Nothing contained herein shall require the Board of County Commissioners to appropriate or expend any funds to carry out the purpose of this Part. The authority granted herein is permissive and shall not be construed to impose an obligation on the Building Official or Seminole County to condemn any building or structure.~~

Sec. 168.~~13~~9. Emergency powers. Nothing herein precludes exercise of emergency powers otherwise available in the face of imminent threat to public safety.

Sec. 168.~~14~~10. Provisions supplemental and in addition to other powers. The provisions of this Part shall not be deemed to repeal or modify any Seminole County Ordinance or provision of the Seminole County Code relating to condemning of buildings and structures but the provisions herein shall be supplemental and in addition to the powers that may be exercised by the Board of County Commissioners, its officers and employees.

Secs. 168.15—168.30. Reserved.

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word

or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 20___.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

JAY ZEMBOWER, Chairman

JBN/kw
10/20/25

Topic: Code of Ordinances Amendment – Chapter 168, (Nuisances), Part 1 (Unoccupied, Unsuitable and Dangerous or Unsafe Buildings and Structures), Code Enforcement

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed ordinance revises the public nuisance abatement process to provide a more expeditious method of enforcing County codes and ordinances equitably and effectively. This ordinance delegates authority to a Special Magistrate to consider and decide public nuisance determinations or abatements in relation to unoccupied, unsuitable and dangerous or unsafe buildings and structures, and authorizes the County to abate public nuisances in accordance with the provided process.
This ordinance is in compliance with state law and serves the public purpose of protecting the public health, safety and welfare of the citizens of Seminole County.

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☑ Yes.
- ☐ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☐ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
The initial direct costs will be paid from the Code Enforcement abatement budget. Liens may be imposed on subject properties in cases where owners fail to pay for the nuisance abatement(s) performed by the County. As to indirect economic impacts, there may be a noticed increase in property values with the implementation of this ordinance, which authorizes the County to, following notice to owners, abate public nuisances upon private properties.
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
NA. There is no direct impact on private, for profit businesses.
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**
NA. There is no direct impact on businesses.

Code Amendments

Chapter 168

Board of County Commissioners

October 28, 2025

Chapter 168: Nuisances

- Conforming Amendments for Previous Changes to Chapters 53 and 95
- Establish Board/Magistrate as Venue for Appeals of Nuisance Determinations
- Authorize Code Enforcement Manager to complete abatements Upon Expiration of the Order or Unsuccessful Appeal

Recommendations and Next Steps

- Approve the adoption of the Ordinance amending Chapter 168, Nuisances, of the Seminole County Code by amending Part 1 related to unoccupied, unsuitable and dangerous or unsafe buildings and structures; Providing for codification in the Seminole County Code; Providing for severability; and providing and effective date.