SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, July 22, 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

Central Florida Freethought Community

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Resolution recognizing Richard Sweat for his Exceptional Service on the CareerSource Central Florida Board. **(Richard Sweat, CareerSource Central Florida)** **2025-634**

2. Resolution recognizing three Seminole County softball teams who participated in the Florida High School State Softball Championship. **(Gui Cunha, Economic Development and Tourism Director)** **2025-632**

3. Presentation - Library of the Year Award **(Rick Durr, Parks and Recreation Director)** **2025-694**

4. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** **2025-692**

IV. CONSENT AGENDA – PUBLIC PARTICIPATION

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

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

Constitutional Officers – Consent Agenda (Item No. 5)

5. Expenditure Approval Lists dated May 28 and June 4, 11, 18, and 25, 2025; Payroll Approval Lists dated June 5 and 18, 2025; and BCC Official Minutes dated April 22, May 13 and 20, and June 10, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** 2025-668

County Manager's Consent Agenda (Items No. 6 - 41)

Communications

6. Approve and authorize the retroactive acceptance of the "SCOUT" micro-transit brand and logo for Seminole County's new on-demand public transportation service. Countywide **(Chris Patton, Communications Director)** 2025-654

Community Services

7. Approve and execute the 2025-2028 Seminole County Substance Abuse and Mental Health Baker and Marchman Act Transportation Plan Countywide **(Allison Thall, Community Services Director)** 2025-598

8. Approve and authorize the Chairman to execute the Federally-Funded Subgrant Umbrella Agreement between the State of Florida Department of Commerce and Seminole County. Countywide **(Allison Thall, Community Services Director)** **2025-636**

9. Approve the 2025-2029 Five-Year Consolidated Plan and 2025 - 2026 One-Year Annual Action Plan and authorize the Chairman to execute corresponding documents and signature pages on the Standard Form 424, Standard Form 424D, all certification pages, and subsequent Grant Agreements with HUD. Authorize Community Services Department staff to submit all plans, reports, and corresponding grant documents to HUD for approval. Authorize the Chairman to sign all subrecipient agreements tied to the 2025 - 2026 One-Year Action plan and any subsequent agreement amendments. Countywide (**Allison Thall**, **Community Services Director**) **2025-671**

Development Services

10. Approve the Final Plat for the Eden Preserve Subdivision containing seventeen (17) lots on 7.14 acres zoned R-1AA (Single Family Dwelling), located on the west side of Eden Park Road, approximately 400 feet south of Bunnell Road; (DRP Multistate K, LLC, Applicant) District3 - Constantine (**Jose Gomez, Development Services Director**) **2025-583**

11. Approve the Final Plat for the Magnolia Plantation Driving Range Subdivision containing one (1) lot on 3.44 acres zoned PD (Planned Development), located on the north side of Shadowmoss Circle, one (1) mile west of Markham Woods Road (Kevin S. Herbert P.E., Applicant). District5 - Herr (**Jose Gomez, Development Services Director**) **2025-604**

12. Approve the Plat for the Bonnalyn Hollow Subdivision containing three (3) residential lots on 20.14 acres zoned A-1 (Agriculture), located on the north side of Oak Hollow Lane, approximately ¼ mile east of Dean Road; (Tammie Foote, Applicant) District1 - Dallari (**Jose Gomez, Development Services Director**). **2025-639**

Emergency Management

13. Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Altamonte Springs for County grant preparation, processing, and oversight of Federal Emergency Management Agency (FEMA) Private Property Mitigation Programs for private properties located within the City. Countywide **(Alan Harris, Emergency Management Director)** **2025-627**

14. Approve and authorize the Chairman to execute the Memorandum of Agreement for the use of WebEOC. Countywide. **(Alan Harris, Emergency Management Director)** **2025-681**

15. Approve and authorize the Chairman to execute the Resolution adopting the Comprehensive Emergency Management Plan. Countywide **(Alan Harris, Emergency Management Director)** **2025-680**

Environmental Services

16. Approve and authorize the Chairman to execute a Letter of Authorization between Seminole County and Clarke Environmental Mosquito Management, Inc. for as-needed aerial spraying within Seminole County. Countywide **(Kim Ornberg, PE, Environmental Services Director)** **2025-620**

Fire Department/EMS

17. Approve and authorize the Chairman to execute an Interlocal Agreement with the Seminole County Sheriff's Office that will provide Tactical Emergency Medical Support (TEMS). Countywide **(Matt Kinley, Fire Chief**) **2025-590**

Management and Budget

18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-032 in the 2014 Infrastructure Sales Tax Fund to transfer $1,079,500 for the purchase of parcels adjacent to Red Bug Lake Park: Tax Parcel ID Numbers 23-21-30-300-0070-0000 and 23-21-30-300-007C-0000, owned by Richard Lavender and Nancy Duniho. District1 - Dallari (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation **2025-304**

19. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-042 in Community Services grant funds to recognize revenues in the amount of $1,002,843 for new program income and accrued interest which has not yet been appropriated. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Community Services **2025-676**

Office of Economic Development and Tourism

20. Recognize the Seminole County Industrial Development Authority's approval of a resolution reissuing revenue bonds for The Masters Academy of Central Florida. **(Guilherme Cunha, Director, Economic Development & Tourism)** **2025-656**

Parks and Recreation

21. Approve and authorize the Chairman to execute the Joint Use Agreement of the Environmental Studies Center between the School Board of Seminole County and Seminole County. Countywide. **(Rick Durr, Parks and Recreation Director)** **2025-451**

22. Approve and authorize the Chairman to execute a Resident Caretaker Lease Agreement with Steven Pitts for the Seminole County Natural Lands Program. District2 - Zembower **(Rick Durr, Parks and Recreation Director)** **2025-669**

Public Works

23. A proposed Stipulated Final Judgment in the amount of $800,379.00 between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital regarding Parcel 106 of the Oxford Road Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978. District4 - Lockhart **(John Slot, Public Works Director)** **2025-643**

24. A proposed Mediated Settlement Agreement for $600,000 and a Proposed Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees for Nonmonetary Benefits Achieved between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital and 150 Oxford Road, LLC, regarding Parcels 104 & 106/706 of the Oxford Road Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978. District4 - Lockhart **(John Slot, Public Works Director)** **2025-672**

25. Approve and authorize Staff to proceed with the construction of the Boland Drive Drainage Improvement Project in accordance with County Manager Policy #82 - Non-Board Approved Projects; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-049 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $847,704.00. District1 - Dallari **(John Slot, Public Works Director)** **2025-650**

26. Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Sanford, relating to the relocation of the reclaimed water main for the Old Lake Mary Road Sidewalk Improvement Project (County) and Old Lake Mary Road Reclaimed Water Main Relocation (City). District5 - Herr **(John Slot, Public Works Director)** Requesting Department - Public Works **2025-663**

27. Approve the Waccassa Berm Removal project to proceed into construction in accordance with County Manager Policy #82 - Non-Board Approved Projects; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-051 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $558,429. District2 - Zembower **(John Slot, Public Works Director)** **2025-674**

28. Approve and authorize Staff to proceed with the Maryland St/Astor Farms Outfall Project (CIP#02507061) in accordance with County Manager Policy #82 - Non-Board Approved Project; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) #25-046 in the 2014 Infrastructure Sales Tax Fund to transfer $120,083 of existing budget to the Maryland St/Astor Farms Outfall Project from the Smith Canal Basin Project. District5 - Herr (**John Slot, Public Works Director)** **2025-683**

Resource Management

29. Approve and authorize the Chairman to execute a Resolution confirming the Non-Ad Valorem Variable Rate Assessments for Tax Year 2025. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) **2025-621**

30. Approve Change Order #2 to CC-5761-24/MAG - Construction Services Agreement for the Lake Mary Blvd at Country Club Road Intersection Improvements Project in the amount of $261,531.52 with Central Florida Environmental (CFE) Corporation and authorize the Purchasing and Contracts Division to execute this Change Order; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-061 in the Core Mobility Fund to appropriate funding in the amount of $376,631. District4 - Lockhart **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Public Works **2025-471**

31. Approve Change Order #5 to CC-4727-23/GCM Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, Florida in the amount of $54,631.70 and authorize the Purchasing and Contracts Division to execute the Change Order. District3 - Constantine **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department- Public Works **2025-702**

32. Award CC-6517-25/HSM - Osceola Road Landfill 2025 Stage I Phase III Area Gas Collection and Control System (GCCS) Expansion to Integrity Environmental, LLC., of Monroe, North Carolina in the amount of $1,099,800.00, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Deputy Resource Management Director)** Requesting Department - Environmental Services **2025-561**

33. Approve the Unilateral Termination of Greenman Pederson, Inc. (GPI) of Babylon, NY, under PS-4310-22/GCM - Engineering Services for Seminole Wekiva Trail Tunnels at SR 434 and SR 436 and authorize the Purchasing and Contracts Division to execute the Unilateral Termination. Countywide **(Stephen Koontz, Deputy Resource Management Director**) Requesting Department - Public Works **2025-652**

34. Approve and authorize the Chairman to execute the Second Amendment to Wilshire Plaza, Phase II Lease which extends the lease for a term of three (3) years through September 30, 2028. The annual rent will increase by $5,250, bringing the total annual rent to $48,000. District4 - Lockhart **(Stephen Koontz, Resource Management Deputy Director)** **2025-665**

35. Approve and authorize the Chairman to execute Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65. District1 - Dallari **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fire Department **2025-642**

36. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-828 for a drainage easement necessary for the Midway Drainage Improvement Project (621.78 ± SF) between Stanley Donell Hillery and Jacqueline Jones Hillery and Seminole County for $20,440.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-646**

37. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-844 for a drainage easement necessary for the Midway Drainage Improvement Project (29 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Ernest Blocker and Seminole County for $4,390.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-647**

38. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-803 for a drainage easement necessary for the Midway Drainage Improvement Project (1,527.16 ± SF) between Vernette Cole and Frederick Cole and Seminole County for $24,360.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-648**

39. Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel #108 for property interests needed for the Orange Boulevard Improvement Project (3,465 ± SF) between Dorothy Lavergne Morse and Seminole County for $71,400.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-626**

40. Approve and authorize County Manager to execute the HMGP grant contract, work orders, purchasing contracts and related grant modification documents to acquire property at 409 Whitcomb Drive, Geneva, FL for demolition and absolute flood protection; and approve and authorize the Chairman to execute a Budget Amendment Request (BAR) 25-047 through the FEMA Federal Mitigation Grant Funds in the amount of $1,373,812.53. District2 - Zembower **(Alan Harris, Emergency Management Director)** **2025-690**

41. Approve and authorize the County Manager to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for the Septic Upgrade Incentive Project for $2,222,222.22; and approve and authorize the Chairman to execute a Budget Amendment Request (BAR) 25-048 through the Environmental Services Grant Fund in the amount of $10,772.22 to appropriate the increase in the budget. Countywide **(Kim Ornberg, Director of Environmental Services)** **2025-686**

V. WORK SESSION

42. Budget Work Session - Cont 2025-709

Public Works

John Slot

Utilities

Johnny Edwards

Environmental Services

Kim Ornberg

Resource Management

Lorie Bailey Brown

Administration

Tim Jecks

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

Budget Recap

County Manager Darren Gray

Millage Rates for TRIM Notification - Establish the Fiscal Year 2025/26 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2025/26 County Budget.

Tim Jecks

2025-677

VI. COUNTY ATTORNEY'S REPORT

VII. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

IIX. DISTRICT COMMISSIONER REPORTS

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

43. Approve the District 4 appointment of Tyler Winik to the Historical Commission for a term of 1/1/2025 - 12/31/2026. **2025-698**

44. Approve the District 4 appointment of Nicholas Balevich to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12/31/2026. **2025-699**

District 5 - Commissioner Herr

District 2 - Chairman Zembower

45. Approve the District 2 appointment of Allison Croot to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12/31/2026. **2025-700**

IX. BOARD APPOINTMENTS

46. Approve the at-large Board appointment of Maria Torentino - Souffront (Hospice/End of Life Representative) to the Commission on Aging for term dates 1/1/2023 - 12/31/2025. **2025-695**

47. Approve the at-large Board reappointment of Eric Ulberg to the SunRail Customer Advisory Committee for a one-year term. **2025-697**

IIX. CHAIRMAN'S REPORT

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

X. 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: 2025-634

Title:

Resolution recognizing Richard Sweat for his Exceptional Service on the CareerSource Central Florida Board. **(Richard Sweat, CareerSource Central Florida)**

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING RICHARD SWEAT FOR HIS EXCEPTIONAL SERVICE ON THE CAREERSOURCE CENTRAL FLORIDA BOARD

WHEREAS, Richard Sweat has served with distinction on the CareerSource Central Florida Board of Directors for more than 14 years, demonstrating unwavering dedication to advancing workforce opportunities and economic prosperity in Seminole County and our region; and

WHEREAS, Richard Sweat was called upon in 2011 to serve on the board of directors during a time of tremendous transition for Workforce Central Florida, now known as CareerSource Central Florida; and

WHEREAS, Richard Sweat contributed to the transformation of the organization by serving in progressive leadership roles including the career services committee, the governance committee, executive committee chair and as board chair in 2023; and

WHEREAS, Richard Sweat, as board chair for the last two years, has brought invaluable leadership and strategic insight, helping to guide programs and policies that connect job seekers to meaningful employment and meet the evolving needs of our local businesses and employers; and

WHEREAS, Richard Sweat has consistently championed workforce initiatives that ensure that all individuals—regardless of background—have access to training, education, and career pathways; and

WHEREAS, Richard Sweat has been a collaborative force on the board, fostering partnerships across industry sectors, education institutions, and community organizations to build a stronger, more resilient workforce; and

WHEREAS, Richard Sweat has shown exceptional commitment, often going above and beyond his role to support the board's mission through mentorship, advocacy, and service, including being a champion for Seminole County residents and businesses.

NOW, THEREFORE, BE IT RESOLVED that we, the Seminole County Board of County Commissioners do hereby recognize and commend Richard Sweat for his outstanding contributions, enduring impact, and steadfast dedication to CareerSource Central Florida and workforce development efforts in Seminole County and throughout our region.

ADOPTED this 22nd day of July 2025

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Jay Zembower, Chairman
Seminole County, Board of County Commissioners

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2025-632

Title:

Resolution recognizing three Seminole County softball teams who participated in the Florida High School State Softball Championship. **(Gui Cunha, Economic Development and Tourism Director)**

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING LOCAL FLORIDA HIGH SCHOOL STATE ATHLETIC ASSOCIATION SOFTBALL TEAMS

WHEREAS, Seminole County in partnership with the Greater Orlando Sports Commission proudly hosted the Florida High School Athletic Association (FHSAA) State Softball Championships for the first time on May 20–24, 2025, at Boombah Soldiers Creek Park in Longwood, Florida; and

WHEREAS, the FHSAA State Softball Championship brought together 32 of the top girls' fast-pitch softball teams from across Florida, each competing in their respective classifications for the prestigious state title; and

WHEREAS, Seminole County was represented by three outstanding local teams in the 2025 FHSAA State Softball Championships: The Geneva School, Winter Springs High School, and Hagerty High School; and

WHEREAS, The Geneva School softball team finished the season with an impressive 22-4 overall record, District Champions, Regional Champions, and finished as the state runner up in the class 1A State Championship; and

WHEREAS, The Hagerty High School softball team finished the season with an impressive 24-7 overall record, District Champions, Regional Champions, and finished as the state runner up in the class 7A State Championship; and

WHEREAS, The Winter Springs High School softball team finished the season with an impressive 24-8 overall record, District Champions, Regional Champions, and finished as the State Champions in the class 5A State Championship; and

WHEREAS, the student-athletes and coaches of The Geneva School, Hagerty High School, and Winter Springs High School, demonstrated exceptional skill, unwavering dedication, and teamwork throughout their season, earning the admiration of their peers and the entire Seminole County community; and

NOW, THEREFORE, BE IT RESOLVED that the Seminole County Board of County Commissioners does hereby recognize and congratulate the athletes and coaches of The Geneva School, Hagerty High School, and Winter Springs High School for their outstanding performance in the 2025 Florida High School Athletic Association State Softball Championships and commends them for bringing pride and honor to Seminole County.

ADOPTED this 22nd day of July 2025

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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: 2025-694

Title:

Presentation - Library of the Year Award **(Rick Durr, Parks and Recreation Director)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-692

Title:

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-668

Title:

Expenditure Approval Lists dated May 28 and June 4, 11, 18, and 25, 2025; Payroll Approval Lists dated June 5 and 18, 2025; and BCC Official Minutes dated April 22, May 13 and 20, and June 10, 2025**. (Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Chariti Guevara 407-665-7662

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated May 28 and June 4, 11, 18, and 25, 2025; Payroll Approval Lists dated June 5 and 18, 2025; and BCC Official Minutes dated April 22, May 13 and 20, and June 10, 2025**.**

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
July 22, 2025

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS Approve

Expenditure Approval Lists dated May 28 and June 4, 11, 18, and 25, 2025; and Payroll Approval Lists dated June 5 and 18, 2025.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

B. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated April 22, May 13 and 20, and June 10, 2025.

C. RECEIVED AND FILED LISTING (For Information Only)

1	ADULT DRUG COURT SERVICES SUBRECIPIENT AGRMT FOR PROJECT YEARS 2024-2027/RECOVERY CONNECTION OF CENTRAL FLORIDA (ICW 2025-023 FROM THE 1-28-2025 BCC)
2	AMDMT #1 TO PURCHASE AGRMT NO. SCG25 - SCG28/CENTRAL FLORIDA CARES HEALTH SYSTEM
3	AMDMT #1 TO W.O. #10 TO PS-4468-22/ARDAMAN & ASSOCIATES
4	AMDMT #1 TO W.O. #101 TO PS-1822-18/CHA CONSULTING
5	AMDMT #1 TO W.O. #22 TO RFP-3136-20/MILLER ELECTRIC COMPANY
6	AMDMT #1 TO W.O. #5 TO PS-4720-23/KITTELSON & ASSOCIATES
7	AMDMT #1 TO W.O. #58 TO PS-2826-20/PEGASUS ENGINEERING
8	AMDMT #1 TO W.O. #6 TO PS-4272-22/INSPIRE PLACEMAKING COLLECTIVE
9	AMDMT #2 TO W.O. #102 TO PS-1822-18/AECOM TECHNICAL SERVICES
10	AMDMT #2 TO W.O. #14 TO PS-9742-14/JACOBS ENGINEERING GROUP
11	AMDMT #2 TO W.O. #84 TO PS-1822-18/CAROLLO ENGINEERS
12	AMDMT #2 W.O. #105 TO PS-1822-18/JACOBS ENGINEERING GROUP
13	AMDMT #4 TO W.O. #11 TO PS-9742-14/JACOBS ENGINEERING GROUP
14	AMDMT #4 TO W.O. #2 TO PS-4468-22/TIERRA
15	AMDMT #4 TO W.O. #48 TO PS-1822-18/CDM SMITH
16	AMDMT #5 TO W.O. #71 TO PS-0009-15/PEGASUS ENGINEERING
17	AMDMT #6 TO W.O. #3 TO RFP-9948-14/JACOBS ENGINEERING GROUP
18	AMDMT #7 TO W.O. #29 TO PS-1822-18/CAROLLO ENGINEERS
19	AMENDED HOME INVESTMENT PARTNERSHIP PROGRAM ARP ALLOCATION/HUD/$3,051,012 (ICW 2023-234 FROM THE 3/14/23 BCC)
20	APPROVAL D.O. #25-30000031/1814 PASTURE LOOP/RUIZ
21	APPROVAL D.O. #25-30000037/411 KENTWOOD AVE/KELLEY
22	APPROVAL D.O. #25-30000039/7340 LAKE DR/PIMENTEL
23	APPROVAL D.O. #25-30000041/331 LAKE MILLS RD/PERKINS
24	APPROVAL D.O. #25-30000043/2581 BYRD AVE/HUDSON
25	APPROVAL D.O. #25-30000044/2591 BYRD AVE/HUDSON

26	APPROVAL D.O. #25-30000045/772 MALLARD DR/VALDERRAMA
27	APPROVAL D.O. #25-30000046/LOT 21 HAWKINS AVE/PERSAUD
28	APPROVAL D.O. #25-30000047/LOT 22 HAWKINS AVE/PERSAUD
29	APPROVAL D.O. #25-30000048/LOT 10 STRICKLAND AVE/PERSAUD
30	WATER/EDEN PRESERVE LLC TO K. HOVNANIAN AT EDEN PRESERVE LLC
31	BILL OF SALE/W&S/TOWNS AT GREENLEAF
32	BOND RELEASE/MAINTENANCE BOND #CMS0351910/$255,604.63/CADENCE PARK PH 2
33	BOND RELEASE/MAINTENANCE BOND #CMS0351911/$46,376.22/CADENCE PARK PH 2
34	BOND RELEASE/MAINTENANCE BOND #CMS0351918/$95,881.80/RED EMBER SOUTH
35	BOND RELEASE/PERFORMANCE BOND #0244200/$170,986.04/PADDOCK WAY (HAWKS OVERLOOK)
36	C.O. #1 TO CC-6163-24/D&A CONSTRUCTION GROUP
37	C.O. #1 TO W.O. #11 TO RFP-3942-21/RAK GENERAL CONTRACTORS
38	C.O. #1 TO W.O. #39 TO CC-3563-21/SCHULLER CONTRACTORS
39	C.O. #1 TO W.O. #4 TO CC-4941-23/PROSHOT CONCRETE
40	C.O. #1 TO W.O. #40 TO CC-3563-21/SCHULLER CONTRACTORS
41	C.O. #1 TO W.O. #48 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP (CFE)
42	C.O. #1 TO W.O. #49 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL
43	C.O. #13 TO CC-4638-22/CIC CONSTRUCTION GROUP
44	C.O. #2 TO CC-5764-24/L7 CONSTRUCTION
45	C.O. #2 TO W.O. #10 TO RFP-3942-21/RAK GENERAL CONTRACTORS
46	C.O. #5 TO CC-4845-23/INSITUFORM TECHNOLOGIES
47	CLOSEOUT TO CC-5450-23/SSS DOWN TO EARTH
48	CLOSEOUT TO CC-5882-24/CROSS CONSTRUCTION SERVICES
49	CLOSEOUT TO CC-5944-24/ATLANTIC CIVIL CONSTRUCTION CORP
50	RECLAIMED/5215HOWELLBRANCHRD LLC/HOWELL BRANCH ESTATES
51	CONDITIONAL UTILITY AGRMT/JIM TAYLOR CORPORATION, LLC
52	DCA #23-20500018/ATLANTIC DRIVE SELF STORAGE/NUVO MAITLAND
53	DENIAL D.O. #25-30000007/5729 OAK LAKE TRAIL/WHITE
54	DENIAL D.O. #25-30000035/230 FRANCES DR/VARGAS
55	EIGHTH AMDMT TO RFP-602846-17/ENVIRONMENTAL SERVICES
56	ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2025/JIM CHARTIER
57	ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2025/RICHARD PEEPLES
58	FOURTH AMDMT TO IFB-604319-22/MES SERVICE COMPANY
59	FOURTH AMDMT TO RFP-604066-21/CALGON CARBON CORP
60	FPSC ORDER #PSC-2025-0167-FOF-EI ISSUED 5/27/25
61	FPSC ORDER #PSC-2025-0168-PCO-GU ISSUED 5/27/25
62	FPSC ORDER #PSC-2025-0170-TRF-GU ISSUED 5/28/25

63	FPSC ORDER #PSC-2025-0176-PAA-EI ISSUED 5/29/25
64	FPSC ORDER #PSC-2025-0179-PAA-EI ISSUED 5/30/25
65	FPSC ORDER #PSC-2025-0196-FOF-WS ISSUED 6/6/25
66	FPSC ORDER #PSC-2025-0204-FOF-EI ISSUED 6/13/25
67	FPSC ORDER #PSC-2025-0208-PAA-EQ ISSUED 6/17/25
68	FPSC ORDER #PSC-2025-0211-PAA-EQ ISSUED 6/18/25
69	FPSC ORDER #PSC-2025-0212-PAA-EI ISSUED 6/18/25
70	FPSC ORDER #PSC-2025-0222-S-EI ISSUED 6/19/25
71	FPSC ORDER #PSC-2025-0230-CO-EI ISSUED 6/23/25
72	FPSC ORDER #PSC-2025-0233-CO-EI ISSUED 6/23/25
73	FPSC ORDER #PSC-2025-0235-CO-GU ISSUED 6/23/25
74	HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGRMT TO PERMIT UTILITY FACILITIES WITHIN A PUBLIC ALLEYWAY/RRY INVESTMENTS
75	IRREVOCABLE LETTER OF CREDIT #OD23003126/$37,046.25/MAINTENANCE AGRMT (ROAD IMPROVEMENTS)/BDG BANYAN EAST TOWN, LLC/MERRITT STREET ROW (BANYAN EAST)
76	M-6657-25 HUNTER'S TRAIL COMPACTING GROUTING - EMERGENCY PROJECT/HELICON FOUNDATION REPAIR SYSTEMS
77	MAINTENANCE BOND #612424340/$6,688.59/TOWNS AT GREENLEAF
78	MAINTENANCE BOND #612424341/$122,485.67/TOWNS AT GREENLEAF
79	MAINTENANCE BOND #DUA003258/$71,225.60/TOWNS AT GREENLEAF
80	PERFORMANCE BOND #024282695/$585,450.99/PLAT OPINION LETTER/RECORDING OF PLATS/CAMERON PRESERVE PH2
81	PERFORMANCE BOND #ACC006005617/LAKE IRISH ESTATES/$23,000/PLAT RECORDING
82	PERFORMANCE BOND #S7A2SU0005188/$1,207,222.98/RECORDING OF PLATS/TITLE OPINION LETTER/PRESERVE AT DEER LAKE
83	PERFORMANCE BOND (ROADS, STREETS, DRAINAGE) #101496553/$50,842/TITLE OPINION LETTER/BRADBURY ESTATES
84	PS-5968-25 CMAR FOR DESIGN AND CONSTRUCTION OF CJC RENOVATIONS AND FIVE POINTS BUILDING SYSTEM IMPROVEMENTS/WHARTON SMITH (RANKING LIST APPROVED 2-25-2025)
85	PS-6030-24 CMAR FOR ON-CALL SERVICES FOR FIRE DEPT CIP PROJECTS/CORE CONSTRUCTION SERVICES OF FLORIDA (RANKING LIST APPROVED 2-25-2025)
86	PS-6032-24 CMAR FOR ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT/A2 GROUP, INC. (RANKING LIST APPROVED 2-25-2025)
87	PS-6032-24 CMAR FOR ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT/CHARLES PERRY PARTNERS, INC. (RANKING LIST APPROVED 2-25-2025)
88	PS-6032-24 CMAR FOR ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT/GRANITE CONSTRUCTION COMPANY OF CALIFORNIA (RANKING LIST APPROVED 2-25-2025)
89	PS-6032-24 CMAR FOR ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT/MCCREE DESIGN BUILDERS (RANKING LIST APPROVED 2-25-2025)

90 PS-6032-24 CMAR FOR ON-CALL SERVICES FOR CONSTRUCTION MANAGEMENT/SCORPIO (RANKING LIST APPROVED 2-25-2025)

91 PS-6034-24 CMAR FOR ROLLING HILLS PARK AND ADJACENT NEIGHBORHOOD ROADWAY CONSTRUCTION/COLLAGE COMPANIES (RANKING LIST APPROVED 01/28/2025)

92 PS-6230-24 CMAR FOR DESIGN AND CONSTRUCTION OF ROSENWALD COMMUNITY PROPERTY DEVELOPMENT/COLLAGE COMPANIES (RANKING LIST APPROVED 2-25-2025)

93 PS-6245-25 MSA FOR ENGINEERING SERVICES FOR MISC TRAILS PROJECTS UNDER $7,500 (5)/GAI CONSULTANTS/KITTELSON & ASSOCS/KIMLEY-HORN/DRMP/NV5 (RANKING LIST APPROVED 01/28/2025)

94 RENEWAL #1 TO RFP-604298-22/FLEET ANALYTICS, LLC

95 RENEWAL #1 TO RFP-604347-22/EMS MANAGEMENT & CONSULTANTS

96 RENEWAL #1 TO RFP-604360-22/22ND CENTURY TECHNOLOGIES

97 RENEWAL #1 TO RFP-604360-22/ALL'S WELL PROFESSIONAL SERVICES CO

98 RENEWAL #1 TO RFP-604360-22/APPLEONE, INC.

99 RENEWAL #1 TO RFP-604556-23/PHOENIX BUS, INC.

100 RENEWAL #1 TO RFP-604556-23/SPACE TOURS, LLC

101 RENEWAL #2 (FINAL) TO BID-604069A-21/SUPERIOR WATERWAY SERVICES

102 RENEWAL #2 (FINAL) TO CC-3563-21/CARR & COLLIER

103 RENEWAL #2 (FINAL) TO CC-3563-21/CATHCART CONSTRUCTION COMPANY FL, LLC

104 RENEWAL #2 (FINAL) TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP (CFE)

105 RENEWAL #2 (FINAL) TO CC-3563-21/P&S PAVING, INC.

106 RENEWAL #2 (FINAL) TO CC-3563-21/PRIME CONSTRUCTION GROUP

107 RENEWAL #2 (FINAL) TO CC-3563-21/SOUTHERN DEVELOPMENT & CONSTRUCTION

108 RENEWAL #2 (FINAL) TO IFB-604150-21/NU-PIPE

109 RENEWAL #2 (FINAL) TO RFP-3722-21/THE COLINAS GROUP

110 RENEWAL #2 (FINAL) TO RFP-604515-23/REDHAND ADVISORS, LLC

111 RENEWAL #2 (FINAL) TO SS-604154-21/INTERNATIONAL PUBLIC SAFETY DATA INSTITUTE CORP

112 SECOND AMDMT TO RFP-604733-24/CLEAN HARBORS ENVIRONMENTAL SERVICES

113 SECOND REVISED AND RESTATED D.O. #25-20500006/KBC DEVELOPMENT, INC/ORANGE BOULEVARD PROPERTY PD MINOR AMDMT

114 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/WILLIAM WALLIS

115 THIRD AMDMT TO IFB-604051-20/IN DEPTH

116 TIME EXTENSION FOR IFB-604216-21/CHAMPION SERVICES OF FLORIDA

117 TIME EXTENSION FOR RFQ-603240-18/SWEET ADVENTURES

118 TOURIST TAX FUNDING AGRMT/JSA SPORTS/2025 RIOT PLAYER DRAFT - ORLANDO

119 TOURIST TAX FUNDING AGRMT/TIER ONE FASTPITCH OF FL/USA SOFTBALL SOUTHEAST REGIONAL

120 UPDATED AMDMT #1 TO W.O. #10 TO PS-4468-22/ARDAMAN & ASSOCIATES

121 UTILITY EASEMENT/HILL GRAY SEVEN LLC

122	W.O. #1 TO PS-6144-24/BENTLEY GROUP
123	W.O. #16 TO PS-4244-22/WSP USA ENVIRONMENTAL & INFRASTRUCTURE
124	W.O. #2 TO PS-5946-24/CAROLLO ENGINEERS
125	W.O. #27 TO PS-4968-23/TIERRA
126	W.O. #28 TO PS-4968-23/AECOM TECHNICAL SERVICES
127	W.O. #29 TO PS-4968-23/CIVIL SITE ENGINEERING, INC (CSEI)
128	W.O. #3 TO PS-3968-21/ATKINSREALIS USA
129	W.O. #3 TO PS-5946-24/CAROLLO ENGINEERS
130	W.O. #4 TO PS-5946-24/JACOBS ENGINEERING GROUP
131	W.O. #52 TO CC-3563-21/SOUTHLAND CONSTRUCTION
132	W.O. #6 TO PS-5946-24/JACOBS ENGINEERING GROUP
133	W.O. #6 TO RFP-4208-22/M&J ENTERPRISES INTERNATIONAL
134	W.O. #63 TO PS-2826-20/INWOOD CONSULTING ENGINEERS
135	W.O. #7 TO PS-5946-24/CAROLLO ENGINEERS
136	W.O. #7 TO RFP-4208-22/M&J ENTERPRISES INTERNATIONAL
137	W.O. #8 TO PS-5135-23/SCS ENGINEERS
138	W.O. #8 TO RFP-4208-22/RAK GENERAL CONTRACTORS
139	W.O. #9 TO PS-4824-23/DRUMMOND CARPENTER, PLLC

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/22/25 Through 5/28/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,800,685.34
00103	NATURAL LAND ENDOWMENT FUND	817.25
00108	FACILITIES MAINTENANCE FUND	42,694.49
00109	FLEET REPLACEMENT FUND	105,042.28
00111	TECHNOLOGY REPLACEMENT FUND	1,624.20
00112	MAJOR PROJECTS FUND	119,767.54
00113	COUNTYWIDE UTILITIES	798.46
10101	TRANSPORTATION TRUST FUND	118,341.13
10400	BUILDING PROGRAM	2,387.00
11000	TOURISM PARKS 1,2,3 CENT FUND	890.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,332.00
11200	FIRE PROTECTION FUND	173,333.62
11400	COURT SUPP TECH FEE (ARTV)	5,072.51
11560	2014 INFRASTRUCTURE SALES TAX	64,683.37
11800	EMS TRUST FUND	1,148.80
11902	HOME PROGRAM GRANT	350.00
11904	EMERGENCY SHELTER GRANTS	4,224.88
11905	COMMUNITY SVC BLOCK GRANT	50.00
11916	PUBLIC WORKS GRANTS	115.24
11917	LEISURE SERVICES GRANTS	5,157.86
11919	COMMUNITY SVC GRANTS	1,620.40
11930	RESOURCE MANAGEMENT GRANTS	13,030.00
12024	SHIP AFFORDABLE HOUSING 23/24	35,292.92
12101	LAW ENFORCEMENT TST-LOCAL	22,500.00
12500	EMERGENCY 911 FUND	244.93
12601	ARTERIAL IMPACT FEE (12-31-21)	370,627.48
15000	MSBU STREET LIGHTING	242.21
40100	WATER AND SEWER FUND	585,064.00
40108	WATER & SEWER CAPITAL IMPROVEM	11,230.00
40201	SOLID WASTE FUND	116,472.16
40301	WEKIVA GOLF COURSE FUND	7,640.00
50200	WORKERS COMPENSATION FUND	31,333.17
50300	HEALTH INSURANCE FUND	26,982.53
TOTAL REPORT		$ 3,671,795.77

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
May 28, 2025

CHECK SEQUENCE: CK #978322-978627

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 22 DAY OF JULY, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/29/25 Through 6/4/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 16,032,034.40
00103	NATURAL LAND ENDOWMENT FUND	457.19
00108	FACILITIES MAINTENANCE FUND	108,072.73
00111	TECHNOLOGY REPLACEMENT FUND	614,928.70
00112	MAJOR PROJECTS FUND	3,736.58
00113	COUNTYWIDE UTILITIES	6,625.42
10101	TRANSPORTATION TRUST FUND	162,952.34
10400	BUILDING PROGRAM	128,015.68
11000	TOURISM PARKS 1,2,3 CENT FUND	20,443.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	7,944.48
11200	FIRE PROTECTION FUND	106,447.53
11400	COURT SUPP TECH FEE (ARTV)	3,423.05
11541	2001 INFRASTRUCTURE SALES TAX	59,156.57
11560	2014 INFRASTRUCTURE SALES TAX	637,594.60
11641	PUBLIC WORKS-INTERLOCAL AGREEM	72.66
11902	HOME PROGRAM GRANT	325,000.00
11904	EMERGENCY SHELTER GRANTS	9,442.85
11908	DISASTER PREPAREDNESS	702.43
11916	PUBLIC WORKS GRANTS	20,535.14
11919	COMMUNITY SVC GRANTS	6,130.64
11930	RESOURCE MANAGEMENT GRANTS	3,125.00
11932	MISCELLANEOUS GRANTS	3,299.00
11940	ENVIRONMENTAL SERVICES GRANTS	18,111.11
12023	SHIP AFFORDABLE HOUSING 22/23	9,600.00
12024	SHIP AFFORDABLE HOUSING 23/24	53,793.50
12804	LIBRARY-IMPACT FEE	669.58
13100	ECONOMIC DEVELOPMENT	94,090.19
15000	MSBU STREET LIGHTING	13,589.95
32300	FIVE POINTS DEVELOPMENT FUND	143,172.16
40100	WATER AND SEWER FUND	724,767.63
40108	WATER & SEWER CAPITAL IMPROVEM	642,997.36
40201	SOLID WASTE FUND	4,062.91
40301	WEKIVA GOLF COURSE FUND	6,737.82
50100	PROPERTY LIABILITY FUND	3,000.00
50200	WORKERS COMPENSATION FUND	12,313.11
50300	HEALTH INSURANCE FUND	37,372.95
TOTAL REPORT		$ 20,024,418.26

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
June 4, 2025

CHECK SEQUENCE: CK #978628-978900

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 22ND DAY OF JULY, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/5/25 Through 6/11/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,064,198.67
00103	NATURAL LAND ENDOWMENT FUND	732.50
00108	FACILITIES MAINTENANCE FUND	3,990.00
00109	FLEET REPLACEMENT FUND	32,472.16
00111	TECHNOLOGY REPLACEMENT FUND	53,554.14
00112	MAJOR PROJECTS FUND	59,888.00
00113	COUNTYWIDE UTILITIES	5,196.90
00115	COURT PROGRAM FUND	5,997.67
10101	TRANSPORTATION TRUST FUND	32,653.01
10102	NINTH-CENT FUEL TAX FUND	1,168,103.00
10400	BUILDING PROGRAM	67,421.12
11000	TOURISM PARKS 1,2,3 CENT FUND	6,757.76
11001	TOURISM SPORTS 4 & 6 CENT FUND	16,603.00
11200	FIRE PROTECTION FUND	54,919.40
11500	1991 INFRASTRUCTURE SALES TAX	156,718.74
11560	2014 INFRASTRUCTURE SALES TAX	1,629,998.18
11901	COMMUNITY DEVELOPMEN BLK GRANT	300.00
11902	HOME PROGRAM GRANT	275,473.02
11904	EMERGENCY SHELTER GRANTS	16,594.88
11908	DISASTER PREPAREDNESS	80.00
11912	PUBLIC SAFETY GRANTS (STATE)	12,572.52
11916	PUBLIC WORKS GRANTS	512,883.91
11917	LEISURE SERVICES GRANTS	238,586.71
11919	COMMUNITY SVC GRANTS	66,884.74
12023	SHIP AFFORDABLE HOUSING 22/23	129,952.50
12024	SHIP AFFORDABLE HOUSING 23/24	2,350.00
12025	SHIP AFFORDABLE HOUSING 24/25	467.00
12101	LAW ENFORCEMENT TST-LOCAL	2,775.00
12303	OPIOID SETTLEMENT	129,954.86
12304	ATTAINABLE HOUSING TRUST	4,958.72
12500	EMERGENCY 911 FUND	28,791.02
12606	MOBILITY FEE CORE DISTRICT	1,050,140.38
12804	LIBRARY-IMPACT FEE	8,407.60
15000	MSBU STREET LIGHTING	8,507.29
16000	MSBU PROGRAM	75.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	52.28
40100	WATER AND SEWER FUND	676,718.34
40103	CONNECTION FEES-SEWER	701,265.24
40108	WATER & SEWER CAPITAL IMPROVEM	452,834.63
40201	SOLID WASTE FUND	157,638.14
40301	WEKIVA GOLF COURSE FUND	316,022.73
50100	PROPERTY LIABILITY FUND	1,870.64
50200	WORKERS COMPENSATION FUND	577.50
50300	HEALTH INSURANCE FUND	3,019,108.00
60303	LIBRARIES-DESIGNATED	161.22
TOTAL REPORT		$ 15,175,208.12

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
June 11, 2025

CHECK SEQUENCE: CK #978901-979204

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 22 DAY OF JULY, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
June 18, 2025

CHECK SEQUENCE: CK #979205-979521

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 22 DAY OF JULY, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/12/25 Through 6/18/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,187,348.28
00103	NATURAL LAND ENDOWMENT FUND	1,512.50
00108	FACILITIES MAINTENANCE FUND	36,960.90
00111	TECHNOLOGY REPLACEMENT FUND	105,448.36
00112	MAJOR PROJECTS FUND	88,463.02
00113	COUNTYWIDE UTILITIES	5,218.96
00115	COURT PROGRAM FUND	98.48
10101	TRANSPORTATION TRUST FUND	130,573.88
10102	NINTH-CENT FUEL TAX FUND	100,000.00
10103	SUNRAIL OPERATIONS	2,097.00
10400	BUILDING PROGRAM	20,470.00
11000	TOURISM PARKS 1,2,3 CENT FUND	8,850.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	16,870.00
11200	FIRE PROTECTION FUND	218,089.43
11400	COURT SUPP TECH FEE (ARTV)	5,212.70
11500	1991 INFRASTRUCTURE SALES TAX	979,959.08
11541	2001 INFRASTRUCTURE SALES TAX	45,681.50
11560	2014 INFRASTRUCTURE SALES TAX	512,870.60
11800	EMS TRUST FUND	2,297.60
11901	COMMUNITY DEVELOPMEN BLK GRANT	139,354.55
11902	HOME PROGRAM GRANT	5,000.00
11904	EMERGENCY SHELTER GRANTS	7,751.85
11908	DISASTER PREPAREDNESS	7,741.09
11916	PUBLIC WORKS GRANTS	467,616.55
11919	COMMUNITY SVC GRANTS	390.00
11930	RESOURCE MANAGEMENT GRANTS	819.20
12023	SHIP AFFORDABLE HOUSING 22/23	3,835.88
12025	SHIP AFFORDABLE HOUSING 24/25	7,027.00
12303	OPIOID SETTLEMENT	42,805.68
12500	EMERGENCY 911 FUND	31,134.19
12601	ARTERIAL IMPACT FEE (12-31-21)	136,501.66
12606	MOBILITY FEE CORE DISTRICT	123,881.25
13100	ECONOMIC DEVELOPMENT	2,545.00
15000	MSBU STREET LIGHTING	201,743.60
16000	MSBU PROGRAM	233.79
16005	MSBU MILLS (LM/AWC)	505.33
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16007	MSBU AMORY (LM/AWC)	534.32
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	133.75
16013	MSBU HOWELL CREEK (LM/AWC)	102.31
16020	MSBU HORSESHOE (LM/AWC)	160.30
16021	MSBU MYRTLE (LM/AWC)	278.69
16023	MSBU SPRING WOOD LAKE (LM/AWC)	1,300.53
16024	MSBU LAKE OF THE WOODS(LM/AWC)	964.79
16025	MSBU MIRROR (LM/AWC)	455.94
16026	MSBU SPRING (LM/AWC)	691.60
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	157.84
16028	MSBU BURKETT (LM/AWC)	96.54
16030	MSBU SWEETWATER COVE (LM/AWC)	2,545.51
16031	MSBU LAKE ASHER AWC	556.58
16032	MSBU ENGLISH ESTATES (LM/AWC)	115.69
16033	MSBU GRACE LAKE (LM/AWC)	21.50
16035	MSBU BUTTONWOOD POND (LM/AWC)	1,208.90
16036	MSBU HOWELL LAKE (LM/AWC)	1,334.49
16037	MSBU LK LINDEN (LM/AWC)	252.77
16073	MSBU SYLVAN LAKE (AWC)	1,260.67
16077	MSBU LITTLE LK HOWELL/TUSK	2,166.54
16080	MSBU E CRYSTAL CHAIN OF LAKES	1,155.19
32100	NATURAL LANDS/TRAILS	13,958.54
40100	WATER AND SEWER FUND	713,195.22
40103	CONNECTION FEES-SEWER	351,348.42
40108	WATER & SEWER CAPITAL IMPROVEM	176,820.81
40201	SOLID WASTE FUND	220,908.81
50200	WORKERS COMPENSATION FUND	152,371.00
50300	HEALTH INSURANCE FUND	344,098.59
60308	ADULT DRUG COURT	64.96
TOTAL REPORT		$ 6,635,254.71

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/19/25 Through 6/25/25

FUND	FUND TITLE		AMOUNT
00100	GENERAL FUND	$	1,452,403.42
00103	NATURAL LAND ENDOWMENT FUND		2,322.50
00108	FACILITIES MAINTENANCE FUND		4,313.00
00112	MAJOR PROJECTS FUND		15,345.29
00113	COUNTYWIDE UTILITIES		2,725.80
10101	TRANSPORTATION TRUST FUND		89,090.97
10400	BUILDING PROGRAM		1,721.26
11000	TOURISM PARKS 1,2,3 CENT FUND		12,195.00
11001	TOURISM SPORTS 4 & 6 CENT FUND		495.00
11200	FIRE PROTECTION FUND		458,712.03
11400	COURT SUPP TECH FEE (ARTV)		48,954.24
11541	2001 INFRASTRUCTURE SALES TAX		2,362.40
11560	2014 INFRASTRUCTURE SALES TAX		1,557,575.85
11641	PUBLIC WORKS-INTERLOCAL AGREEM		611.83
11901	COMMUNITY DEVELOPMEN BLK GRANT		36,094.21
11902	HOME PROGRAM GRANT		32,189.70
11904	EMERGENCY SHELTER GRANTS		6,148.89
11905	COMMUNITY SVC BLOCK GRANT		825.00
11908	DISASTER PREPAREDNESS		1,668.60
11909	MOSQUITO CONTROL GRANT		31,206.40
11916	PUBLIC WORKS GRANTS		352,809.99
11919	COMMUNITY SVC GRANTS		2,539.03
11920	NEIGHBOR STABIL PROGRAM GRANT		443.54
11942	FIRE GRANTS FEDERAL		24,826.87
12023	SHIP AFFORDABLE HOUSING 22/23		241,650.00
12025	SHIP AFFORDABLE HOUSING 24/25		6,409.00
12101	LAW ENFORCEMENT TST-LOCAL		2,500.00
12304	ATTAINABLE HOUSING TRUST		1,119.72
12500	EMERGENCY 911 FUND		244.93
12608	MOBILITY FEE SUBURBAN EAST DIS		37,160.30
12804	LIBRARY-IMPACT FEE		4,834.18
13100	ECONOMIC DEVELOPMENT		750.00
15000	MSBU STREET LIGHTING		273.01
16000	MSBU PROGRAM		47,600.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)		1,900.00
16036	MSBU HOWELL LAKE (LM/AWC)		198.63
32100	NATURAL LANDS/TRAILS		951.03
40100	WATER AND SEWER FUND		158,009.53
40108	WATER & SEWER CAPITAL IMPROVEM		14,288.53
40201	SOLID WASTE FUND		695,941.11
50100	PROPERTY LIABILITY FUND		364.00
50200	WORKERS COMPENSATION FUND		4,620.23
50300	HEALTH INSURANCE FUND		80,796.51
60303	LIBRARIES-DESIGNATED		2,700.00
TOTAL REPORT		$	5,439,891.53

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
June 25, 2025

CHECK SEQUENCE: CK #979522-979823

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 22ND DAY OF JULY, 2025.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 06/05/2025
Biweekly Payroll Ending: 05/31/2025

Check Numbers: **162931 - 162942**
Voided Check Number: N/A

Net Expenditure Total: **$3,409,185.48**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 22nd day of July, 2025.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 06/18/2025
Biweekly Payroll Ending: 06/14/2025

Check Numbers: **162943 - 162955**
Voided Check Number: N/A

Net Expenditure Total: **$3,296,880.14**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 22 day of July 2025.

_____
Chairman

_____

_____

_____

_____

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

File Number: 2025-654

Title:

Approve and authorize the retroactive acceptance of the “SCOUT” micro-transit brand and logo for Seminole County’s new on-demand public transportation service. Countywide **(Chris Patton, Communications Director)**

Division:

Communications - Media Relations

Authorized By:

Chris Patton, Director of Communications

Contact/Phone Number:

Chris Patton/407-665-1174

Background:

Following the Board of County Commissioners’ approval of a contract with Freebee on May 20, 2025, staff launched the SCOUT brand on June 26 to meet operational deadlines tied to the upcoming launch of Seminole County’s new micro-transit service in October. Branding and logo development were required to support vendor production timelines for vehicle wraps, app integration, and public-facing materials. Staying on schedule helps minimize overlap costs with LYNX and keeps the overall implementation on track.

SCOUT was developed by the Office of Communications in collaboration with internal stakeholders, Freebee, and public sector design experts. The brand includes a name, tagline, logo, vehicle wrap design, and promotional tools. It was designed to stand apart from County government branding while clearly identifying the service as County -sponsored.

The SCOUT brand reflects the service’s purpose: helping residents get “Out and About in Seminole County” through flexible, app based, and affordable transportation. The logo is attached.

Requested Action:

Staff requests the Board retroactively approve and authorize the acceptance of the “SCOUT” micro-transit brand and logo for Seminole County’s new on-demand public transportation system.

Primary Branding

scout

Secondary Branding

scout

download the
Ride Freebee app

scout

Must be used with Seminole County Logo and follow County Logo Guidelines

Branding should always be left of Scout when space allows, except in specialty situations determined and approved through graphics it may be stacked vertically without tagline.

Example 1



Example 2



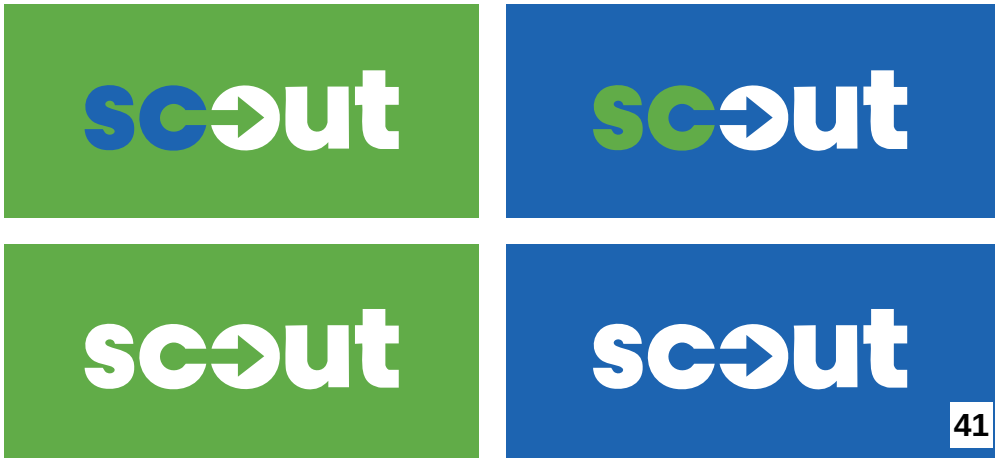
OUT GREEN
C: 66 M: 9 Y:98 K: 1
R: 98 G: 171 B: 71
#62AB47

SEMINOLE COUNTY BLUE
C: 93 M: 66 Y: 2 K: 0
R: 8 G: 97 B: 170
#0861AA

Fonts

Logo Neulis Sans Black

Tag*line* Neulis Sans Medium/Extra Bold Italic



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-598

Title:

Approve and execute the 2025-2028 Seminole County Substance Abuse and Mental Health Baker and Marchman Act Transportation Plan Countywide **(Allison Thall, Community Services Director)**

Division:

Community Services - Community Health

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Kelly Welch/407-665/2391

Background:

Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statue Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Florida Statutes Section 394.462, Transportation direct each county to develop and implement a plan for transportation to a facility for individuals subject to a Baker or Marchman Act. For transportation of individuals meeting the statutory guidelines for involuntary examination pursuant to s. 394.463 and initiated by law enforcement, the law enforcement agency who has custody of said person shall transport the person to the appropriate facility within the designated receiving system pursuant to the transportation plan.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the 2025-2028 Seminole County Substance Abuse and Mental Health Baker and Hal Marchman Act Transportation Plan.

DEPARTMENT OF CHILDREN AND FAMILIES CENTRAL REGION SUBSTANCE ABUSE AND MENTAL HEALTH

SEMINOLE COUNTY GOVERNMENT

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INTRODUCTION

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act" (hereinafter referred to as the Baker Act), Florida Statue Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993 (hereinafter referred to as the Marchman Act), and more specifically, in compliance with Florida Statutes Section 394.462, **Transportation,** the instant plan has been developed to organize a system for acute care services for individuals subject to involuntary examination pursuant to the Baker Act, or involuntary admission pursuant to the Marchman Act. Upon approval, this document will serve as the transportation plan for Seminole County.

STATUTORY BACKGROUND

The Department of Children and Families is charged with the responsibility to designate and monitor receiving facilities, treatment facilities, and receiving systems. *Section 394.461 Fla. Stat.*

A transportation plan must be developed and implemented by each county describing the methods of transport to a facility within the designated receiving system for individuals subject to involuntary examination under s. 394.463 or involuntary admission under s. 397.6772, s. 397.679, s. 397.6798, or s. 397.6957, and may identify responsibility for other transportation to a participating facility when necessary and agreed to by the facility. The plan may also rely on emergency medical transport services or private transport companies, as appropriate. The plan must comply with the transportation provisions of Florida Statutes 394.461 and ss. 397.6772, 397.6795, and 397.697.

For transportation to a receiving facility within the county or portions thereof, the county is required to designate a single law enforcement agency within the county, or portions thereof, to take a person into custody upon the entry of an ex parte order or the execution of a certificate for involuntary examination by an authorized professional and to transport that person to the appropriate facility within the designated receiving system pursuant to the transportation plan. The entity providing transportation may seek reimbursement for transportation expenses. The party responsible for payment for such transportation is the person receiving the transportation. Florida Statute 394.462 sets forth the order the county must seek reimbursement for the transportation costs.

For transportation of individuals meeting the statutory guidelines for involuntary examination pursuant to s. 394.463 and initiated by law enforcement, the law enforcement agency who has custody of said person shall transport the person to the appropriate facility within the designated receiving system pursuant to the transportation plan.

Persons who meet the statutory guidelines for involuntary admission pursuant to s. 397.675 may also be transported by law enforcement officers to an appropriate facility within the designated receiving system pursuant to a transportation plan.

When any law enforcement officer has arrested a person for a felony and it appears that the person meets the statutory guidelines for involuntary examination or placement, such person must first be processed in the same

manner as any other criminal suspect. The law enforcement agency shall thereafter immediately notify the appropriate facility within the designated receiving system pursuant to a transportation plan. The receiving facility shall be responsible for promptly arranging for the examination and treatment of the person. A receiving facility is not required to admit a person charged with a crime for whom the facility determines and documents that it is unable to provide adequate security, but shall provide examination and treatment to the person where he or she is held or by telehealth.

If the appropriate law enforcement officer believes that a person has an emergency medical condition as defined in s. 395.002, the person may be first transported to a hospital for emergency medical treatment, regardless of whether the hospital is a designated receiving facility.

The appropriate facility within the designated receiving system pursuant to a transportation plan must accept persons brought by law enforcement officers, or an emergency medical transport service or a private transport company authorized by the county, for involuntary examination pursuant to s. 394.463.

The appropriate facility within the designated receiving system pursuant to a transportation plan must provide persons brought by law enforcement officers, or an emergency medical transport service or a private transport company authorized by the county, pursuant to s. 397.675, a basic screening or triage sufficient to refer the person to the appropriate services.

Each law enforcement agency designated in the transportation plan must establish a policy that reflects a single set of protocols for the safe and secure transportation and transfer of custody of the person. Each law enforcement agency shall provide a copy of the protocols to the managing entity.

Regarding transportation to a treatment facility, where neither the patient nor any person legally obligated or responsible for the patient is able to pay for the expense of transporting a voluntary or involuntary patient to a treatment facility, the transportation plan established by the governing board of the county or counties must specify how the hospitalized patient will be transported to, from, and between facilities in a safe and dignified manner.

A company that transports a patient to a treatment facility is considered an independent contractor and is solely liable for the safe and dignified transportation of the patient. Such company must be insured and provide no less than $100,000 in liability insurance with respect to the transport of patients.

County or municipal law enforcement and correctional personnel and equipment may not be used to transport patients adjudicated incapacitated or found by the court to meet the criteria for involuntary services pursuant to s. 394.467, except in small rural counties where there are no cost-efficient alternatives.

Section 394.462, Fla. Stat.

The Department of Children and Families has designated receiving facilities and treatment facilities within regions in the State.[1] The Central Region serves the following Judicial Circuits: the Fifth (Citrus, Hernando, Lake, Marion and Sumter counties), Ninth (Orange and Osceola counties), Tenth (Hardee, Highlands and Polk counties), Eighteenth Judicial Circuit (Brevard and Seminole counties) and the Nineteenth Judicial Circuits (Indian River, St. Lucie, Martin and Okeechobee counties).[2] The Department of Children and Families has engaged Central Florida Cares Health System as the Regional Managing Entity to provide the administration, management support and oversight of the Department-funded behavioral health services. Access to said contract and amendments are located here.

PURPOSE

This Transportation Plan is developed and implemented by Seminole County in collaboration with Central Florida Cares Health System, the Department of Children and Families, and community stakeholders, in compliance with Florida Statutes Section 394.462, **Transportation.** This Transportation Plan covers transportation by law enforcement to a facility within the designated receiving system for individuals subject to involuntary examination pursuant to the Baker Act, or involuntary admission pursuant to the Marchman Act.

Individuals meeting the criteria for involuntary assessment under a **Baker Act** as outlined below are transported by law enforcement when involuntary examinations are initiated by a circuit or county court judge via an ex parte order or those initiated by a physician, physician assistant, clinical psychologist, psychiatric nurse, advanced practice registered nurse registered under s. 464.0123, mental health counselor, marriage and family therapist, or clinical social worker (professional certificate) as well as those initiated by a law enforcement officer for a Baker Act assessment. AGENCY DESIGNATIONS FOR ACTUAL TRANSPORT ARE SET FORTH ELSEWHERE IN THIS PLAN.

Individuals meeting the criteria for involuntary admissions criteria under a **Marchman Act** as outlined below may be transported by law enforcement if an involuntary admission certificate and application for emergency admission is completed by a physician, an advanced practice registered nurse, a psychiatric nurse, a clinical psychologist, a clinical social worker, a marriage and family therapist, a mental health counselor, a physician assistant working under the scope of practice of the supervising physician, or a master's-level certified addictions professional for substance abuse services, provided the certificate is specific to substance abuse impairment, or when a law enforcement officer determines that the individual appears to meet the involuntary admission criteria and the individual is brought to the attention of law enforcement or the person is located in a public place. A person in circumstances which justify protective custody, as described in s. 397.677, may also consent to be assisted by a law enforcement officer to his or her home, to a hospital, or to a licensed detoxification or addictions receiving facility, whichever the officer determines is most appropriate. AGENCY DESIGNATIONS FOR ACTUAL TRANSPORT ARE SET FORTH ELSEWHERE IN THIS PLAN.

[1] These regions currently are: Northeast, Northwest, Central, SunCoast, Southeast and Southern.For map and contact information click here.
[2] Chapter Law 2022-163 created an additional Judicial Circuit. This caused changes to county placement within the DCF designated regions thus adding the 19th Circuit to the Central Region.

The Transportation Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Seminole County will continue to meet individual needs.

Criteria for Involuntary Examination under the Baker Act

A person may be taken to a receiving facility for involuntary examination if there is reason to believe that the person has a mental illness and because of his or her mental illness:

(a) 1. the person has refused voluntary examination after conscientious explanation and disclosure of the purpose of the examination; **or**

2. the person is unable to determine for himself or herself whether examination is necessary; **and**

(b) 1. without care or treatment, the person is likely to suffer from neglect or refuse to care for himself or herself; such neglect or refusal poses a real and present threat of substantial harm to his or her well-being; and it is not apparent that such harm may be avoided through the help of willing, able, and responsible family members or friends or the provision of other services; **or**

2. there is a substantial likelihood that without care or treatment the person will cause serious bodily harm to himself or herself or others in the near future, as evidenced by recent behavior.

Section 394.463(1), Fla. Stat.

Criteria for Involuntary Admission under the Marchman Act

A person may be taken to a receiving facility for involuntary admission if there is a good faith reason to believe that the person is substance abuse impaired or has a substance use disorder and a co-occurring mental health disorder and, because of such impairment or disorder:

(1) has lost the power of self-control with respect to substance abuse; **and**

(2) (a) is in need of substance abuse services and, by reason of substance abuse impairment, his or her judgment has been so impaired that he or she is incapable of appreciating his or her need for such services and of making a rational decision in that regard, although mere refusal to receive such services does not constitute evidence of lack of judgment with respect to his or her need for such services; **or**

(b) without care or treatment, is likely to suffer from neglect or refuse to care for himself or herself; that such neglect or refusal poses a real and present threat of substantial harm to his or her well-being; and that it is not apparent that such harm may be avoided through the help of willing, able, and responsible family members or friends or the provision of other services, or there is substantial likelihood that the person has inflicted, or threatened to or attempted to inflict, or, unless admitted, is likely to inflict, physical harm on himself, herself, or another.

Section 397.675, Fla. Stat.

Law Enforcement Designation

Seminole County hereby designates the Seminole County Sheriff's Office to transport from the unincorporated areas of Seminole County and the municipal law enforcement agencies to transport from their respective jurisdictions for law enforcement initiated Baker Acts and Marchman Act protective Custody, consistent with this Transportation Plan and in accordance with the Memorandum of Understanding now existing between the Seminole

County Law Enforcement agencies, South Seminole Hospital, University Behavioral Center, Aspire Health Partners and Circles of Care.[3]

Seminole County hereby designates the Seminole County Sheriff's Office to transport from the unincorporated areas of Seminole County and the municipal law enforcement agencies to transport from their respective jurisdictions for professional certificate-initiated Baker Acts and Marchman Act Protective Custody, consistent with this Transportation Plan.

Seminole County hereby designates the Seminole County Sheriff's Office to transport all Ex Parte Baker Acts and Marchman Acts initiated pursuant to Court Order from the incorporated and the unincorporated areas of Seminole County.

Plan Requirement for Transportation of Individuals for Involuntary Examination under the Baker Act

Part A

Law enforcement officers may take into custody and transport individuals meeting the Baker Act criteria for involuntary examination to an appropriate, or the nearest, facility within the designated receiving system. Should the individual belong to one of the below categories, law enforcement may transport to the appropriate facility providing the specialty services that best meet the special needs of the particular individual. A law enforcement officer transporting a person pursuant to s. 394.463 shall restrain the person in the least restrictive manner available and appropriate under the circumstances. If transporting a minor and the parent or legal guardian of the minor is present, before departing, the law enforcement officer shall provide the parent or legal guardian of the minor with the name, address, and contact information for the facility within the designated receiving system to which the law enforcement officer is transporting the minor, subject to any safety and welfare concerns for the minor. The officer shall execute a written report (52 Form) detailing the circumstances under which the person was taken into custody, which must be made a part of the patient's clinical record. The report must include all emergency contact information for the person that is readily accessible to the law enforcement officer, including information available through electronic databases maintained by the Department of Law Enforcement or by the Department of Highway Safety and Motor Vehicles. Such emergency contact information may be used by a receiving facility only for the purpose of informing listed emergency contacts of a patient's whereabouts pursuant to s. 119.0712(2)(d). Any facility accepting the patient based on this report must send a copy of the report to the department within 5 working days. *Section 394.463(2)(a)2., Fla. Stat.*

1. Individuals taken into protective custody by law enforcement initiation on an involuntary Baker Act will be transported to the most appropriate or nearest receiving facility as described below:

   - Aspire Health Partners - 919 E. 2nd Street, Sanford, FL (Adults Only)
   - South Seminole Hospital - 555 W. SR 434, Longwood, FL (Adults and Juvenile)
   - University Behavioral Center - 2500 Discovery Drive, Orlando, FL (Adults and Juvenile)

2. Individuals taken into protective custody on an involuntary Baker Act by professional certificate t (i.e.

[3] Circles of Care will need to be added to the agreement.

Doctor), will be transported tothe most appropriate or nearest receiving facility as described below:

- Aspire Health Partners - 919 E. 2nd Street, Sanford, FL (Adults Only)
- South Seminole Hospital - 555 W. SR 434, Longwood, FL (Adults and Juvenile)
- University Behavioral Center - 2500 Discovery Drive, Orlando, FL (Adults and Juvenile)

3. Individuals taken into protective custody through an ex parte Baker Act Order, issued by a Judge, will be transported by the Seminole County Sheriff's Office **to the facility designated in the order. If no facility is designated then the person will be transported to the most appropriate or nearest receiving facility as described below:**
   - Aspire Health Partners - 919 E. 2nd Street, Sanford, FL (Adults Only)
   - South Seminole Hospital - 555 W. SR 434, Longwood, FL (Adults and Juvenile)
   - University Behavioral Center - 2500 Discovery Drive, Orlando, FL (Adults and Juvenile)

4. **Minors Specifically** - Children (0-12 years old) and adolescents (13-17 years old) shall be taken to the nearest receiving facility that is licensed to serve children and adolescents. The primary location to be utilized for the provisions of services for minors requiring emergency mental health treatment under the Baker Act in accordance with this Plan is:
   - South Seminole Hospital - 555 W. SR 434, Longwood, FL (Baker Act only)
   - University Behavioral Center - 2500 Discovery Drive, Orlando, FL (Baker Act only)

5. **Incarcerated Individuals** - Persons In the custody of the Seminole County Sheriff's Office John E. Polk Correctional Facility who have been assessed as having psychiatric issues which warrant an involuntary examination under the Baker Act, and who are eligible for "diversion" into the community or have reached their end of sentence shall be transported to the receiving facility closest to his/her residence, or where the person was arrested, if the person was homeless or the residence is unknown. If the individual is an out-of-state resident extradited on an Arrest Warrant, he/she shall be transported to the receiving facility closest to the John E. Polk Correctional Facility.

Part B

Receiving facilities shall accept any person brought by law enforcement for involuntary examination under the Baker Act. Section 394.462(1)(k), Fla. Stat. When the person is taken to a facility which is subsequently found to be inappropriate due to patient choice, lack of needed services, or payer status, the patient may be transferred in accordance with the provisions of the Emergency Medical Treatment and Active Labor Act and the Baker Act through non-law enforcement means. The cost of this transfer is to be paid by the sending facility unless agreement is reached between the two facilities for a different payer source. In no case shall a law enforcement officer be required to further transport a person after bringing the person to a hospital or receiving facility. Section 394.462(2)(a), Fla. Stat. Persons with open or pending criminal charges/warrants shall be released back to the custody of the appropriate law enforcement agency. *Section 394.463(2)(9), Fla. Stat.*

Plan Requirements for Transportation of Individuals for Involuntary Admission under the Marchman Act

According to the Marchman Act, law enforcement officers may take into custody and transport individuals meeting

the above criteria for involuntary admission to an appropriate, or the nearest, facility within the designated receiving system. Law enforcement in Seminole County will transport to the appropriate facility as outlined below which provides specialty services for addiction. In addition, law enforcement must complete and execute a written report detailing the circumstances under which the person was taken into custody.

Protective Custody initiated by Law Enforcement or pursuant to Professional Certificate:

Individuals taken into protective custody on an involuntary Marchman Act will be transported to the most appropriate or nearest receiving facility as described below:

- Aspire Health Partners-Kennedy-434 W. Kennedy Blvd., Orlando, FL (Adults only)
- Circles of Care, 400 E. Sheridan Road, Melbourne, FL 32901 (Juveniles only)
- Any hospital emergency room can be used to treat severe substance abuse or withdraw symptoms that require urgent medical attention even though not a specified receiving facility for Marchman Act. They can also be used when Aspire Health Partners is at capacity.
    - If necessary to assist in making the determination of severe medical need, law enforcement may have need to consult with EMS paramedics. Transportation may be accomplished by EMS paramedics in these situations.

Ex Parte Marchman Act Order:

Individuals taken into protective custody through an ex parte Marchman Act Order, issued by a Judge, will be transported by the Seminole County Sheriff's Office to the facility designated in the order. If no facility is designated in the order then the person will be transported to the most appropriate or nearest receiving facility as described below:

- Aspire Health Partners-Kennedy-434 W. Kennedy Blvd., Orlando, FL **(Adults only)**
- Circles of Care, 400 E. Sheridan Road, Melbourne, FL 32901 **(Juveniles only)**
- Any hospital emergency room can be used to treat severe substance abuse or withdraw symptoms that require urgent medical attention even though not a specified receiving facility for Marchman Act. They can also be used when Aspire Health Partners is at capacity.

The Seminole County Civil Section should review the Order as the facility designated in the Order may not accept the individual. For example, the order for a juvenile may say UBC for a Marchman Act when UBC does not take Marchman Act Orders. These Orders should say Circles of Care. If there is any discrepancy in the Order from what the facility will accept, this should be brought to the attention of the Court of issuance for amendment.

Seminole County Public Safety Coordinating Council

One of the functions of the Seminole County Public Safety Coordinating Council is to discuss the operations of the Seminole County Baker and Marchman Act Transportation Plan. The council meets regularly to discuss grievances, public satisfaction, and assurance of patient rights as related to this plan. The Seminole County Public Safety Coordinating Council is composed of, but not limited to, representatives of the following agencies: Seminole County Board of County Commissioners Designee, State Attorney's Office, Public Defender's Office, Chief Circuit Judge or Designee, Chief County Judge or Designee, Chief Correctional Officer, Sheriff or designee, State Probation Circuit

Administrator or designee, Captain of Administrative Service, Inmate Programs, and County Probation Division or designee, Director of local substance abuse treatment program, and organizations that work with offenders and victims as appointed by the BCC.

System Capacity

Aspire Health Partners - 919 E. 2nd Street, Sanford, Florida and 434 W. Kennedy Blvd., Orlando FL are public receiving facilities licensed by the Agency for Health Care Administration (AHCA) to operate Crisis Stabilization for adults. At all times, Aspire Health Partners will minimally maintain the current number of publicly funded beds (30) serving the needs of Seminole County residents.

South Seminole Hospital - 555 W. SR 434, Longwood, Florida is a private hospital licensed by the AHCA to operate 62 Adult Psychiatric, 10 Adult Substance Abuse, and 8 Child Psychiatric beds.

University Behavioral Center - 2500 Discovery Drive, Orlando, Florida is a private psychiatric hospital and public receiving facility licensed by the AHCA and certified by JCAHO (Joint Commission on Accreditation for Healthcare Organizations) and operates 112 beds consisting of 32 Child/Adolescent Crisis Stabilization Unit beds, 56 Adult Crisis Stabilization beds and 24 Co- Occurring (Detox/Mental Health) Crisis Stabilization beds. UBC does not take Marchman Act only patients.

Circles of Care – 400 E. Sheridan Road, Melbourne, Florida is a private state licensed psychiatric hospital to provide detoxification and stabilization services for substance abuse crisis situations affecting children and adolescents. The facility is accredited by the Joint Commission of Accreditation for Healthcare Organization (JCAHO) and operates 16 children's crisis stabilization beds.

The receiving facilities will notify the Seminole County Public Safety Coordinating council of any changes in system capacity.

System Need

3,479 persons were subject to either a Baker Act or Marchman Act initiated in Seminole County by law enforcement, court order or otherwise during the time frame of January 1, 2024 to December 31, 2024. This number is broken down to reflect 2,273 Adult Baker Acts and 514 Adult Marchman Acts; 678 Juvenile Baker Acts and 14 Juvenile Marchman Acts..

Breakdown with regard to ADULT ONLY Baker Acts and Marchman Acts by Agency is described below:

AGENCY	Number of Subjects
Altamonte Springs PD	334
Casselberry PD	159
Lake Mary PD	70
Longwood PD	71
Oviedo PD	102
Sanford PD	469
Seminole County Sheriff's Office	1433
Winter Springs PD	145

The majority of the transports were completed by the Seminole County Sheriff's Office. This is in part due to the Seminole County Sheriff's Office being the sole agency for ex parte transports.

The Seminole County Public Safety Coordinating Council recognizes a need for additional receiving and treatment facilities within Seminole County. for both adult and juvenile aged patients.

The Department of Children and Families has designated receiving facilities and treatment facilities within regions in the State. Given the small number of Baker Act receiving facilities within Seminole County and the lack of designated Marchman Act receiving facilities within Seminole County, persons often have to be transported out of Seminole County for services. This has an impact on law enforcement agencies having to travel large distances from their respective jurisdictions. It also has a detrimental impact upon the Court's oversight of cases that originate in Seminole County. For example, if the receiving facility files a Petition for Involuntary Hospitalization on a person brought to them for an Involuntary Assessment, Florida Statute 394.467 requires that the Petition be filed in the County where the person is located. A similar requirement exists for Petitions for Outpatient Treatment. See F.S. 394.4655. Thus, as an example, persons brought to University Behavioral Health in Orange County will require Petitions to be filed with the clerk in Orange County and any resulting hearing being held by a judge or magistrate in Orange County's jurisdiction.[4]

Medical Treatment

An Individual's emergency medical needs will take precedence in all transportation situations. If a law enforcement officer believes that a person has an emergency medical condition as defined in Florida Statutes Section 395.002 (8), the person should be first transported to the nearest hospital or emergency room for emergency medical treatment, regardless of whether the facility is an Addiction Receiving Facility.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, personnel from Aspire Health Partners, South Seminole Hospital and University Behavioral Center will meet regularly. The Public Safety coordinating council will implement necessary actions in response to its ongoing review and any public or Central Florida Cares Health System (CFCHS) or Department of Children and Families review.

The Central Florida Regional Department of Children and Families, Substance Abuse and Mental Health Program Office is responsible for providing oversight to the Transportation Plan. The Department of Children and Families has the authority to resolve issues concerning the Seminole County Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services. The Regional office also has a working relationship with the Agency for Health Care Administration if issues arise beyond the department's authority.

Effective Date and Terms of Agreement

This Transportation Plan shall become effective on October 1, 2025, and unless terminated or canceled on an earlier date, will expire on September 30, 2028. It may be renewed in writing by the signatory parties for a maximum of three

[4] 244 adults were taken to University Behavioral Health in 2021.

(3) additional successive three (3) year terms. This Transportation Plan may not be amended or modified except in writing, signed, and duly executed by the parties.

Statement of Approval by Seminole County Public Safety Coordinating Council

The community stakeholders who make up the Seminole County Public Safety Coordinating Council met on April 10, 2025 to review and discus the Seminole County Transportation Plan renewal and any amendments. The Plan was approved for submission to the County for adoption.



Sharon Bryan, Chairperson
Seminole County Public Safety Council
Seminole County Sheriff's Office

TRANSPORTATION PLAN MEMORANDUM OF UNDERSTANDING
2025-2028

Seminole County Law Enforcement
South Seminole Hospital
University Behavioral Center
and
Aspire Health Partners

The purpose of this Memorandum of Understanding is to ensure the continued best interest of persons in need of public mental healthcare in Seminole County is served and ensure that individuals held on an involuntary Baker Act or Hal Marchman Act will obtain immediate access to acute care services.

> Seminole County Law Enforcement (Altamonte Springs Police Department, Casselberry Police Department, Lake Mary Police Department, Longwood Police Department, Oviedo Police Department, Sanford Airport Police Department, Sanford Police Department, Seminole County Sheriff's Office, and the Winter Springs Police Department), along with the designated receiving facilities (Aspire Health Partners, South Seminole Hospital, and University Behavioral Center) agree that providing immediate access to acute care serves will reduce the need for inter-hospital transfers for psychiatric and addiction services.

Seminole County has an active Crisis Intervention Team, with a Coordinator at the Seminole County Sheriff's Office. When possible, involuntary examinations initiated by law enforcement officers will be completed and transported by CIT trained Deputies and Officers.

Therefore it is agreed that:

1. The law enforcement officer shall deliver each individual under involuntary examination status (Baker Act) to the most appropriate or nearest receiving facility. The most appropriate facility may be based on previous examinations and/or location of the individual's doctor or location that is in the best interest of the individual based on services provided. The designated receiving facilities for Seminole County are:

   Aspire Health Partners – 919 E. 2nd Street, Sanford
   South Seminole Hospital – 555 W. S.R. 434, Longwood
   University Behavioral Center – 2500 Discovery Drive, Orlando

2. Upon arrival at the receiving facility, the deputy or officer shall complete the required paperwork and then may leave the individual at the receiving facility with the appropriate receiving facility personnel. The law enforcement officer does not have to wait at a receiving facility for the person to be medically screened, treated, or to have their insurance verified.

3. The receiving facility must accept all law enforcement initiated involuntary examinations.

4. If there are no available beds, or it is determined that the person is in need of services from a different facility, not including medical, the appropriate staff at the receiving facility will arrange for appropriate transfer. If medical clearance is necessary at the time that law enforcement initiates the involuntary and brings the person for examination, then it will be the responsibility of the law enforcement officer to arrange transfer to the nearest appropriate medical facility.

5. If there is an accompanying medical issue and the individual is also in need of an involuntary examination, law enforcement shall follow their agency policy and EMS shall transport to the closest medical hospital.

6. The receiving facility will ensure that the individual receives the Mandatory Initial Involuntary Examination prior to release. If found to meet the criteria for admission, he/she will be admitted or transferred to another receiving facility. Otherwise, a qualified professional, as defined in F.S. 394.455(38), will release the individual with referrals to community services as appropriate.

7. Should the individual be in need of an involuntary examination under the Hal Marchman Act, the deputy or officer shall transport him/her to Aspire Health Partners (note: the use of this facility is dependent upon bed availability).

8. Regarding individuals with criminal or non-criminal charges in addition to the initiation of a Baker Act:

    a. A law enforcement officer who has custody of an individual based on a non-criminal violation or arrested for a misdemeanor shall transport the individual to the receiving facility for examination, except in those instances that the deputy or officer feels that direct transport to the jail is appropriate based on the nature of the charges or criminal history of the individual. The deputy or officer will inform the receiving facility personnel of the pending charges and instruct them not to release the person except back to the law enforcement agency that brought the individual to the facility. A Pending Criminal Charges form will be provided to the

facility for each individual with appropriate release contact information. This form should also be completed in cases where the deputy or officer has completed the absentee booking process at the John E. Polk Correctional Facility. This will ensure the arresting agency is made aware the subject can be transported to the correctional facility for booking post involuntary assessment.

b. A law enforcement officer who has arrested an individual for a felony shall book the individual into the John E. Polk Correctional Facility in the same manner as any other felony arrest. The law enforcement officer will notify a booking officer that a referral to the mental health team is necessary.

*****THIS PORTION INTENTIONALLY LEFT BLANK*****

We, the undersigned, enter into this Memorandum of Understanding as interagency partners. This Memorandum of Understanding hereby supersedes any previously signed memorandum of understanding in this matter.

4/17/2025

Chief Terry Nicolas Date
Altamonte Springs Police Department

Chief Larry D. Krantz Date
Casselberry Police Department

Chief Kevin Pratt Date
Lake Mary Police Department

Chief David Dowda Date
Longwood Police Department

Chief Dale Coleman Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

Mr. Barry Davidson Date
Aspire Healthcare

By: Date
South Seminole Hospital

Mr. Ken Henderson Date
University Behavioral Center

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Altamonte Springs Police Department

Chief Larry D. Krantz 4/18/2025 Date
Casselberry Police Department

Chief Kevin Pratt Date
Lake Mary Police Department

Chief David Dowda Date
Longwood Police Department

Chief Dale Coleman Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

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Mr. Ken Henderson Date
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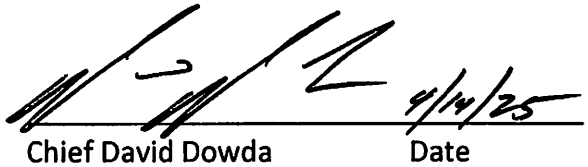
Chief Larry D. Krantz Date
Casselberry Police Department

Chief Kevin Pratt Date
Lake Mary Police Department



Chief David Dowda Date
Longwood Police Department

Chief Dale Coleman Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

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Mr. Ken Henderson Date
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Chief Terry Nicolas Date
Altamonte Springs Police Department

Chief Larry D. Krantz Date
Casselberry Police Department

5.5.2025

Chief Kevin Pratt Date
Lake Mary Police Department

5/1/25

Kevin Smith Date
Lake Mary City Manager

Chief David Dowda Date
Longwood Police Department

Chief Dale Colement Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

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Altamonte Springs Police Department

Chief Larry D. Krantz Date
Casselberry Police Department

Chief Kevin Pratt Date
Lake Mary Police Department

Chief David Dowda Date
Longwood Police Department

5/12/2025

Chief Dale Coleman Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

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Chief Dale Coleman Date
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4-15-25
Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

Mr. Barry Davidson Date
Aspire Healthcare

By: Date
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Mr. Ken Henderson Date
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Chief Kevin Pratt Date
Lake Mary Police Department

Chief David Dowda Date
Longwood Police Department

Chief Dale Coleman Date
Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

5/28/25

Chief Cecil Smith Date
Sanford Police Department

5/9/2025

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

Mr. Babette Hankey Date
Aspire Healthcare

Shawn Molsberger Date
South Seminole Hospital

4/14/25

Mr. Ken Henderson Date
University Behavioral Center

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Oviedo Police Department

Chief Marc Gilotti Date
Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

4/23/25

Chief Matt Tracht Date
Winter Springs Police Department

4/25/25

Mr. Kevin Sweet Date
Winter Springs City Manager

Mr. Barry Davidson Date
Aspire Healthcare

By: Date
South Seminole Hospital

Mr. Ken Henderson Date
University Behavioral Center

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Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

Babette T Hankey 4.28.2025
Ms. Babette Hankey Date
Aspire Health Partners

Mr. Vic Rosenbaum Date
South Seminole Hospital

Mr. Ken Henderson Date
University Behavioral Center

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Chief Terry Nicolas Date
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Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

Mr. Babette Hankey Date
Aspire Healthcare

Shawn Molsberger Date
South Seminole Hospital

4/14/25

Mr. Ken Henderson Date
University Behavioral Center

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Sanford Airport Police Department

Chief Cecil Smith Date
Sanford Police Department

Sheriff Dennis Lemma Date
Seminole County Sheriff's Office

Chief Matt Tracht Date
Winter Springs Police Department

Mr. Kevin Sweet Date
Winter Springs City Manager

4/25/25

Mr. Babette Hankey Date
Aspire Healthcare

Gregory P. Ohe Date
South Seminole Hospital

Mr. Ken Henderson Date
University Behavioral Center

BOARD OF COUNTY COMMISSIONER
ATTEST: 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

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

File Number: 2025-636

Title:

Approve and authorize the Chairman to execute the Federally-Funded Subgrant Umbrella Agreement between the State of Florida Department of Commerce and Seminole County. 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 State of Florida Department of Commerce (Florida Commerce), formerly known as the Department of Economic Opportunity, provides Community Service Block Grant (CSBG) funding to Seminole County. The contract specifies that the CSBG funding must be delivered to low-income County residents and provide a range of services and activities having a measurable and potentially major impact on poverty.

On July 23, 2024, Florida Commerce and Seminole County entered into Subgrant Agreement Number E2022 (the “Umbrella Agreement”). Florida Commerce and Seminole County now mutually seek to renew the Umbrella Agreement. The term of this new agreement (Agreement Number E2255) is July 1, 2025 through June 30, 2026.

Florida Commerce has updated its subgrant agreement to comply with the recently issued Executive Orders. This umbrella subgrant agreement serves as a contract between Seminole County and Florida Commerce and outlines each partner's roles and responsibilities.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Federally

-Funded Subgrant Umbrella Agreement between the Florida Department of Commerce and Seminole County and all subsequent amendments, attachments, and reports.

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FEDERALLY FUNDED
SUBGRANT UMBRELLA AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
SEMINOLE COUNTY

CFDA Number(s): 93.569 Agreement Number: E2255

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and Seminole County ("Subrecipient") and may individually be referred to herein as "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG") and the Low-Income Home Energy Assistance Program ("LIHEAP") at the federal level and distributes block grant funds to the States; and

B. Commerce is the CSBG and LIHEAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency and home energy assistance benefits to eligible households; and

C. The U.S. Department of Energy ("DOE") administers the Weatherization Assistance Program ("WAP") at the federal level and distributes grant funds to states; and

D. Commerce is the WAP recipient, grantee, and pass-through entity for the State of Florida, designated by DOE to receive funds annually for program purposes and is authorized to distribute WAP funds from DOE, along with LIHEAP funds from HHS to subrecipients to provide energy efficiency improvements to eligible households.

E. Subrecipient is eligible to receive CSBG grant funds in order to provide the services identified herein.

F. The Parties have engaged in a joint effort to align Subrecipient spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency's Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and

G. This Agreement memorializes the alignment of Subrecipient spending with legislatively appropriated state budget authority and aligns the Agreement Period with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and

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H. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

THEREFORE, Commerce and Subrecipient agree to the following:

1. PERIOD OF AGREEMENT

The Effective Date of this Agreement is July 1, 2025. This Agreement ends on June 30, 2026 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period." This Agreement may be renewed annually for up to three years. The option to renew is in Commerce's sole and absolute discretion.

2. SCOPE OF WORK

The Subrecipient shall provide services in support of the CSBG program in accordance with the applicable Attachment(s) included with this Agreement. For each Program award, a Notice of Funding Availability ("NFA") shall be issued which details the direct client services and other activities to be provided.

3. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and Commerce shall be governed by all applicable State and Federal laws, rules and regulations including, but not limited to those identified in this Agreement and NFA.

4. MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing, on Commerce-approved forms, as applicable, and duly signed by the Parties.

5. FUNDING/CONSIDERATION

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

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

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instructions, is incorporated and adopted into the Agreement by reference.

B. By signing below, the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the CSBG program for which the Subrecipient receives funds from Commerce.

C. Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced must be expended within the first three (3) months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be forwarded to Commerce using Attachment C, *Justification of Advance*, which will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

D. Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to Commerce.

E. After any initial advance, payments will be made on a cost-reimbursement basis.

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

G. Subrecipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures which can be found at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf.

H. Subrecipient shall refund to Commerce any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the Agreement end date.

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I. Subrecipient shall refund to Commerce all funds paid in excess of the amount to which Subrecipient, or its contractors are entitled under the terms and conditions of this Agreement.

J. Subrecipient shall maintain all funds provided under this Agreement in a separate bank account or Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs.

K. If Commerce, in its sole and absolute discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, polices, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to Commerce. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds. Such repayment shall be in accordance with Paragraph (23), Repayments, of this Agreement.

L. Subrecipient shall adhere to the following operational requirements:

a. Have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday during the hours of 9:00 AM and 5:00 PM, excluding state-observed holidays.
b. Provide 30-day advanced notice of permanent relocation of main or satellite offices.
c. Provide 3-day advanced notice of planned temporary office closures.
d. Provide notice as soon as possible in the event of unplanned or emergency disruption to office operations.
e. Develop, maintain, and annually update a comprehensive Business Continuity and Disaster Recovery Plan that ensures the continuation of essential program operations and services in the event of a disruption, disaster, or other emergency. This plan must include contingencies for operating from an alternative location, data backup procedures, communication protocols, and strategies to minimize service interruptions. Upon request, the Subrecipient shall provide a copy of the plan to Commerce and demonstrate readiness to implement the plan when necessary.

6. FISCAL AND ADMINISTRATIVE CONTROLS

A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.

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B. The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG, LIHEAP, and WAP or any other program or project for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

C. Commerce will distribute fiscal and administrative guidance to the Subrecipient, which are incorporated in this Agreement by reference. The Subrecipient will implement and comply with Commerce guidance. The Subrecipient is responsible for understanding and implementing the guidance posted on Commerce's website: https://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations.

D. The Subrecipient will comply with all policies, guidance, plans, or other similar documents produced, approved, or disseminated by Commerce, or any other entity whose funds are made available to the Subrecipient through Commerce. These documents will be provided by Commerce.

7. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305(b)(8).

8. PROGRAM INCOME

Pursuant to 2 C.F.R. §§ 200.307 and 200.1, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to Commerce at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by Commerce.

9. EMPLOYMENT ELIGIBLITY VERIFICATION

A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge for employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

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C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

10. DATA SECURITY, INTEGRITY, AND PRIVACY COMPLIANCE

A. SUBRECIPIENT RESPONSIBILITIES

(1) Applicant Data shall be entered directly into the Commerce-provided Case Management System either via direct applicant submission or by authorized Subrecipient employees submitting this information on behalf of an applicant.

(2) Obtain or verify, as appropriate, all necessary consents and/or authorizations from individuals that are required by the Subrecipient or utility prior to sharing Personally Identifiable Information (PII), including Applicant Data, within Commerce provided system. State-level consent to share information is obtained directly from applicants or their authorized delegates as part of the online application.

(3) Notify Commerce of any changes to an individual's consents and/or authorizations related to the sharing and/or processing of their PII in the event an individual withdraws their consent to the Subrecipient's own agreements or has indicated they no longer consent to the state-level agreements they acknowledged when submitting their application.

(4) Restrict access to any data received from Commerce to employees and other authorized users who have a recognized and verifiable need to know in the performance of their official duties under the purpose of this agreement.

(5) Ensure that all Subrecipient personnel with access to Commerce-provided software, network, or other systems (the "System") complete all necessary security and privacy training prior to accessing the System and as may be required thereafter.

(6) Maintain appropriate technical, administrative, and physical safeguards to prevent, detect, contain, eradicate, recover from, and provide notification to third parties, including Commerce, of suspected or successful security incidents on or related to its network that could compromise the security or privacy of the System or Confidential Information.

(7) Report to Commerce any known or suspected privacy or security violations affecting the System and/or Confidential Information in writing within 24 hours of discovering any data breach, security incident, or any unauthorized access to Personally Identifiable Information (PII) or other sensitive data related to program activities. The notification must include the nature and scope of the breach, the types of data affected, the number of individuals impacted (if known), and the immediate steps taken to contain and investigate the breach. The Subrecipient shall cooperate fully with Commerce in any related investigation or response activities. This requirement aligns with federal standards for safeguarding PII under 2 CFR § 200.303 and OMB Circular A-130.

(8) Notify Commerce when personnel no longer require access to the System and/or Confidential Data for any reason (e.g., termination of employment, extended leave, change in role) such that Commerce may timely remove the user's access to the System and/or Confidential Information in the vendor's control or possession.

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B. ASSURANCES

(1) The Subrecipient agrees to exclusively utilize the Enterprise Case Management System provided or designated by Commerce for all program-related case management activities. The Subrecipient shall not connect, integrate, or interface any third-party systems, software, or tools with the case management system, including but not limited to the use of Application Programming Interfaces (APIs), automated data transfers, batch uploads/downloads, or other mechanisms for accessing, transmitting, or storing data from the case management system. All data must be entered and maintained directly within the case management system. Use of alternative platforms for storing or transmitting program or client information is strictly prohibited, in accordance with best practices for data integrity and system security under 2 CFR § 200.313, § 200.336, and § 200.337.

(2) The Subrecipient warrants, represents and agrees that it (including its employees, contractors, and other authorized users) will not use the System in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Commerce's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Commerce; (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vii) involves navigation or search of the System with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); or (viii) otherwise impairs, overburden, damages, or disables any portion of the System. You further agree that you will not try to reverse engineer, disassemble, decompile, or decipher the System. Commerce reserves the right to remove any entries or other data from the System at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Commerce is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

C. CONFIDENTIALITY OF INFORMATION

(1) Subrecipient shall not use confidential information exchanged under this Agreement for any purpose not specifically authorized by this Agreement. The Parties agree that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.

(2) Subrecipient shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means.

(3) Subrecipient shall ensure: 1) that confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) unless the devices are encrypted; 2) that security policies and protocols which require active

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authentication and password credentialing are in place; and 3) that the amount of data stored on such devices is restricted and the length of time data is stored on such devices is limited to the minimum amount of time necessary to carry out the official duties and responsibilities requiring such storage.

(4) Subrecipient shall take precautions to ensure that only authorized employees, contractors, other authorized users or utilities (only to the extent needed to assist with eligibility determination), who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.

(5) Subrecipient shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida law, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, Subrecipient acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision and that they shall be held responsible for ensuring that their employees, contractors and other authorized users comply with the safeguards of 20 CFR § 603.9.

(6) Subrecipient shall destroy all confidential information exchanged under this Agreement in their possession or in their employees', agents', or subcontractors' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). Subrecipient shall destroy any duplicate, copy, or other replication of confidential information received under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.

11. REPORTS

Subrecipient shall provide Commerce with all required reports as set forth in this Agreement and by all accompanying Attachments to this Agreement.

A. If all required reports and copies are not sent to Commerce, or not completed in a manner acceptable to Commerce, Commerce may withhold further payments until such reports are completed or Commerce may take other action, including, but not limited, to those described in Paragraph (16), *Remedies*, of this Agreement. "Acceptable to Commerce," means that the reports were completed, in Commerce's sole determination, in accordance with the Attachments of this Agreement.

B. Subrecipient shall provide additional program updates, reports, and information within the timelines requested by Commerce.

12. AUDITS AND RECORDS

A. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance" and to 45 CFR Part 75. If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. Subpart 31.2.

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B. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received. Subrecipient shall cooperate with Commerce to facilitate the duplication and transfer of such Records upon request of Commerce. The five-year period may also be extended for the following reasons:

(1) If an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise.
(2) If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.
(3) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents ($5,000.00) or more at the time it is acquired must be retained for five (5) years after final disposition.
(4) Records relating to real property acquired must be retained for five (5) years after the closing on the transfer of title.
(5) Any additional Federal requirements, particularly those identified in Attachment(s) A-1 of this Agreement.

C. Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives included in the NFA to this Agreement as well as all other applicable laws and regulations.

D. Subrecipient shall give access to any of Subrecipient's records to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

E. Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

F. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

G. Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by Commerce. "Reasonable" means normal business hours of 9:00 a.m. to 5:00 p.m., local time, Monday through Friday.

H. If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with section 215.97, F.S. or 2 CFR 200.501(b) and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

I. Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

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J. Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

K. The reporting packages for required audits must be submitted timely in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (12)(H) above.

L. If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to Commerce. Such reimbursement shall be sent to Commerce, by Subrecipient, within 30 calendar days after Commerce has notified Subrecipient of such non-compliance.

M. Within 60 calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit 2, Audit Compliance Certification, of this Agreement) to audit@commerce.fl.gov. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

13. MONITORING

A. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

B. Commerce reserves the right to monitor the Subrecipient to ensure programmatic, legal, financial, and contractual compliance. Monitoring, as determined by Commerce, may include, but are not limited to, on-site visits by Commerce staff or Commerce's authorized representatives, limited scope audits, desk reviews, and other procedures.

C. Subrecipient and its contractors shall comply with the most recent program-specific monitoring protocols or field manuals, which are incorporated herein by reference, provided to Subrecipient and available upon request from Commerce, and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event that Commerce determines that a monitoring or review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by Commerce regarding such monitor or review.

D. Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, monitoring, or hearings deemed necessary by Commerce or its authorized representatives, the State of Florida Chief Financial Officer, the State of Florida Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy or the U. S. Department of Health and Human Services, the U.S. Government Accountability Office, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.

E. Subrecipient shall cooperate with Commerce, or its authorized representatives, and the Federal awarding agencies to assist facilitating any monitoring visits conducted by Commerce, or its authorized

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representatives, or the Federal awarding agencies. Commerce may conduct monitoring visits at its determination and in its sole discretion or as required by the Federal Funding Agency.

14. INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

A. Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Commerce.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

B. For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of Commerce. Commerce shall neither have, nor exercise, any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Commerce or the State of Florida. Commerce shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and reemployment assistance contribution payment requirements of chapter 443, F.S.

15. DEFAULT

If any of the following events occur ("Events of Default"), Commerce shall have the right to terminate further payment of funds under this Agreement, and Commerce may exercise any of its remedies set forth in Paragraph 16 of this Agreement. However, Commerce may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

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A. If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with Commerce is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by Commerce;

C. If any reports required by this Agreement have not been submitted to Commerce or have been submitted with incorrect, incomplete, or insufficient information; or

D. If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

16. REMEDIES

If an Event of Default occurs and Commerce provides written notice to Subrecipient, Commerce may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, if Subrecipient has not cured the default within 30 calendar days of receipt of written notice of an Event of Default;

B. CSBG funding may be terminated in accordance with 45 C.F.R. 96.92 and Office of the Administration for Children & Families CSBG Information Memorandum 116.

C. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

D. Withhold or suspend payment of all, or any part of, a request for payment;

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

(1) Request additional information from Subrecipient 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 Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

(4) Require Subrecipient to reimburse Commerce for the amount of costs incurred for any items determined to be ineligible; or

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

Pursuing any of the above remedies will not limit any of Commerce's other remedies, either in this Agreement, or provided at law or in equity. If Commerce waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend, or waive any other right or remedy of Commerce or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

17. TERMINATION

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A. Commerce may terminate this Agreement for cause with three (3) calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph 15 of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform or spend down funding in a timely manner, failure to cure an Event of Default within 30 calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

B. Commerce may terminate this Agreement for convenience or when it determines, in its sole and absolute discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds or the Subrecipient is at risk of fund reversion, by providing Subrecipient with 30 calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges. For CSBG, Commerce will follow guidelines for termination described in 45 CFR 96 Block Grants, Subpart I--Community Services Block Grants.

C. The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

D. If Commerce issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If Commerce determines that Subrecipient has cured the Event of Default within the 30-day cure period, Commerce will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by Commerce because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. Commerce may, to the extent authorized by law, withhold payments to Subrecipient, for the purpose of set-off until the exact amount of damages due Commerce from Subrecipient is determined.

18. NOTICE AND CONTACT

A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to Commerce's Contract Manager as designated by Commerce and delivered by standard mail or electronic mail using the contact information provided below.

B. The name and address of Commerce's Contract Manager for this Agreement is:

Holli Allen, Contract Manager
Florida Department of Commerce
Division of Community Development
Bureau of Economic Self Sufficiency
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: Holli.Allen@commerce.fl.gov
Phone: (850) 717-8470

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C. The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment E, *Subrecipient Information*, of this Agreement.

D. If a different representative or address is designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (18)(A), above.

19. SUBCONTRACTS

A. Subrecipient shall not subcontract in furtherance of this Agreement prior to receiving Commerce's written confirmation that the proposed contract includes the following requirements:

(1) Subcontractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (12), *Audits and Records*, and Paragraph (22), *Information Release and Public Records Requirements*, of this Agreement;
(2) Subcontractor is bound by all applicable State and Federal laws and regulations;
(3) Subcontractor shall indemnify and hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of or related to the subcontractor's performance of work under this Agreement, to the extent allowed by law; and
(4) Subcontractor shall disclose to Subrecipient and Commerce if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

B. Subrecipient shall provide a copy of each executed subcontract wherein the scope is related to program services and dollars awarded under this contract.

C. For each contract, Subrecipient shall provide a written statement to Commerce as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

D. Prior to entering into a contract with any subcontractor to be paid from funds from this Agreement, Subrecipient shall submit to Commerce a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment B to this Agreement.

20. BUSINESS WITH PUBLIC ENTITIES

Subrecipient is aware of and understands the provisions of section 287.133(2)(a), F.S., and section 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies the following:

(1) It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.;
(2) It is not engaged in a boycott of Israel;
(3) It is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; and
(4) It is not engaged in business operations in Cuba or Syria.

Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

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with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

21. ENTIRETY AND INTEGRATION

This Agreement, the NFA(s), Commerce issued policies and guidance, and any Attachments or Exhibits attached thereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

22. INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

A. Subrecipient shall notify Commerce of the receipt and content of a public records request by sending an e-mail to PRRequest@Commerce.fl.gov within one (1) business day from receipt of such request.

B. Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

C. This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

D. If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

E. If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient of the request as soon as practicable, and Subrecipient must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Subrecipient does

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not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Subrecipient who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

F. Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

G. Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

H. If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

I. IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail to Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

J. Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

23. REPAYMENTS

A. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Florida Department of Commerce" and mailed directly to Commerce at the following address:

Florida Department of Commerce
Division of Community Development
Bureau of Economic Self Sufficiency

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107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of fifteen dollars and zero cents ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

B. If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to Commerce or the State of Florida, Commerce may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to Commerce within 30 days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe.

C. To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

D. Subrecipient repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds (i.e., non-federal funds) and in accordance with Paragraph (23), Repayments, of this Agreement.

24. WARRANTIES AND REPRESENTATIONS

A. FINANCIAL MANAGEMENT

Subrecipient warrants that its financial management system shall provide the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, expenditures, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and ensure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
(5) Written procedures for determining whether costs are allowed and reasonable under the provisions of 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910, and 45 CFR part 75.
(6) Cost accounting records that are supported by backup documentation.

B. COMPETITION

Subrecipient warrants the following:

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(1) All procurement transactions shall be done in a manner to provide open and free competition. Subrecipient must follow the procurement standards in 20 C.F.R. §§ 200.318 – 200.327.
(2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance, and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.
(3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.
(4) Solicitations shall clearly set forth all requirements that the bidder, or offeror must fulfill, in order for the bid or offer, to be evaluated by Subrecipient. Any and all bids or offers, may be rejected when it is in Subrecipient's interest to do so.

C. CODES OF CONDUCT

Subrecipient warrants the following:

(1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
(3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to contracts.
(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

D. LICENSING AND PERMITING

Subrecipient warrants that all contractors or employees hired by Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by Subrecipient.

25. MANDATED CONDITIONS AND OTHER LAWS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of Commerce, and within 30 calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of Commerce from all its obligations under this Agreement.

B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (15), *Default*, the exclusive venue of any legal

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or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. The Parties waive any right to attorney's fees or costs.

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

D. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

E. Subrecipient shall comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, *et seq*.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

G. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

H. Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

I. If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income over $500 shall be returned to Commerce as required by 2 C.F.R. 200.305(b)(9).

J. Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

K. All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. § 8302, unless it would not be in the public interest or unreasonable in cost.

L. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly:

(1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or

(2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of Commerce's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of:

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(a) five (5) years after the expiration of this Agreement; or
(b) the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

M. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

N. Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

O. Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

P. Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" must appear in the same size letters or type as the name of the organization.

Q. Mandatory Disclosure Requirements:

(1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.
(2) Convicted Vendors: Subrecipient shall disclose to Commerce if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime

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is prohibited from doing any of the activities listed in Subparagraph (25)(N) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

(3) Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents ($1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

(a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

(b) If Commerce determines that Subrecipient has submitted a false certification, Commerce shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subrecipient. If Commerce's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents ($2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of Commerce's determination of false certification by Subrecipient.

(c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to Commerce if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

(a) Submit a bid on a contract to provide any goods or services to a public entity;
(b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
(c) Submit bids on leases of real property to a public entity; or
(d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

R. Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report/, or via fax at 1-800-914-0004.

26. FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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A. Federal grant funds provided under this Agreement may not be used by any Subrecipient or subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

B. Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

D. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (26)(B) above and the content of Subparagraph (26)(C) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (26)(B) or fails to file or amend the declaration required by Subparagraph (26)(C) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents ($10,000.00) and not more than one hundred thousand dollars and zero cents ($100,000.00) for each such expenditure and such failure.

27. COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

A. If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

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

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C. Within 30 calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Commerce shall then, under Paragraph B, have the right to all patents and copyrights which accrue during performance of this Agreement.

28. Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

29. LEGAL AUTHORIZATION

A. Subrecipient shall provide a signed letter from its board certifying that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

B. Subrecipient shall provide a copy of current Director and Officer insurance policy. Subrecipient shall provide documentation of policy renewal if that occurs within the term of this contract.

C. Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to Commerce's Contract Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

30. PURCHASING

A. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER

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BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

31. SEVERABILITY

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. STATEMENT OF ASSURANCES

A. INTEREST OF CERTAIN FEDERAL OFFICIALS
No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of part of this Agreement or to any benefit to arise from the same.

B. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS
No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a

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provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. NEPOTISM

Subrecipient agrees to be bound by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement.

D. FLORIDACOMMERCE MEDIA AND BRANDING REQUIREMENTS

The Subrecipient agrees that documents which reference the Florida Department of Commerce or use FloridaCommerce branding—including the name, logo, colors, or style elements—shall adhere to the FloridaCommerce Brand and Style Guide. The Subrecipient is responsible for ensuring all such materials are accurate, appropriately branded, and consistent with the standards set forth in the guide. The Contract Manager reserves the right to request review of any materials if questions or concerns arise regarding compliance with branding requirements.

Subrecipient shall maintain a publicly accessible website that complies with the following requirements throughout the term of this Agreement.

1. Required Content: Subrecipient shall post and maintain, at a minimum, the following information on its website:
    a. A description of the services and programs provided under this Agreement;
    b. Any forms, notices, or documents provided by the Department for public dissemination; and
    c. Any additional content as may be required by the Department.
2. Updates and Modifications: Subrecipient shall update its website as necessary to ensure all posted information remains current and accurate. The Department may, from time to time, direct Subrecipient to add, remove, or modify content on its website. Subrecipient shall make such updates within seven (7) calendar days of receiving such direction.
3. Compliance: The website must comply with all applicable laws and accessibility standards, including but not limited to section 508 of the Rehabilitation Act, as amended, and Title II of the American with Disabilities Act.

33. ATTACHMENTS AND EXHIBITS

A. All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

The following order of precedence applies in the event of any inconsistencies or conflict between the language of this Agreement, the attachments and exhibits, formal guidance issued by Commerce, and the Notice of Fund Availability (NFA):

a. Notice of Fund Availability (NFA)
b. Attachments
c. Agreement
d. Formal Guidance Issued by Commerce

This Agreement has the following attachments and exhibits:

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Exhibit 1 – Audit Requirement

Exhibit 1-A – Funding Sources

Exhibit 2 – Audit Compliance Certification

Attachment A-1 – Community Services Block Grant Scope of Work

Attachment B – Certification Regarding Debarment

Attachment C – Justification of Advance

Attachment D – Property Management and Procurement

Attachment E – Subrecipient Information

Attachment F – Transparency Requirements

Attachment G – Total Compensation for Executive Leadership

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STATE OF FLORIDA

DEPARTMENT OF COMMERCE

FEDERALLY FUNDED SUBGRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement.

SUBRECIPIENT
SEMINOLE COUNTY

By: County Signature page attached
(Signature)

_____
(Print/Type Name and Title Here)

Date: _____

59-6000856
Federal Identification Number

JPJLF4QHYR13
UEI Number

E2255
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF COMMERCE

By: _____

J. Alex Kelly, Secretary

Date: _____

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

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

BOARD OF COUNTY COMMISSIONER
ATTEST: 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

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EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

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4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend $1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:
https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

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N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

   A. Commerce at the following address:

      Electronic copies: Audit@commerce.fl.gov

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, FL 32399-1450

      Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

- End of Exhibit 1 -

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EXHIBIT 1-A

FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Assistance Listing Numbers Title:	Community Services Block Grant (formula grant)
Assistance Listing Numbers:	93.569

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. Recipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current CSBG State Plan.

2. Recipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **N/A**

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COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

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EXHIBIT 2

AUDIT COMPLIANCE CERTIFICATION

September

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Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@Commerce.fl.gov.

Type text here

Subrecipient:			
FEIN:		Subrecipient's Fiscal Year:	
Contact's Name:		Contact's Phone:	
Contact's Email:			

1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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ATTACHMENT A-1

COMMUNITY SERVICES BLOCK GRANT
SCOPE OF WORK AND FUNDING SOURCES

Monday-Friday 8am-5pm

1. SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

(1) Recipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current CSBG State Plan.
(2) Recipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by Commerce.

Deliverable: Direct Client Services

(1) Subrecipient shall provide services in accordance with the CSBG State Plan, and section 1.D.(6) and 1.F. of this Attachment.
(2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
(3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

(1) Failure to successfully complete the above Deliverable, as determined by Commerce in its sole and absolute discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with the Deliverable not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
(2) FloridaCommerce will require the Subrecipient to verify that the draw down on administrative funds is consistent with the level of work being performed.
(3) Any Subrecipient which received funding in the previous Federal fiscal year will not have its present or future funding terminated or reduced below the proportional share of funding it received in the previous year, unless after notice, and opportunity for hearing on the record, Commerce determines that cause existed for such termination or reduction subject to the procedures and review by the

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Secretary of the U.S. Department of Health and Human Services as provided in 42 U.S.C § 9915 of the Community Services Block Grant Act (the "Act").

(4) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by Commerce. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted but shall not constitute a statutory termination or reduction of funding as prescribed by 42 U.S.C. § 9915 of the Act.

D. DEFINITIONS

(1) "Administrative Expense" – Those costs that refer to central executive functions that do not directly support a specific project or service. Costs that are incurred for common objectives that benefit multiple programs administered by Subrecipient. Administrative expenses relate to the general management of the organization, such as strategic direction, board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37).

(2) "Applicant" – A person or persons who has submitted or requested an application for services.

(3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.

(4) "Application Receipt" – The date an Applicant first submits an application for assistance.

(5) "Community Action Plan" – the Community Action Plan as submitted by Subrecipient according to 42 U.S.C. § 9908(b)(11) of the Act. Subrecipient shall use the most recent Commerce Community Action Plan template.

(6) "Eligible Activities" – include, but are not limited to, the following:

(a) A range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem;

(b) Activities designed to assist eligible participants with low-income to:

(i) Secure and retain meaningful employment;
(ii) Attain an adequate education;
(iii) Make better use of available income;
(iv) Obtain and maintain adequate housing and a suitable living environment;
(v) Obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health related assistance;
(vi) Remove obstacles and solve problems that block the achievement of self-sufficiency;
(vii) Achieve greater participation in the affairs of the community; and
(viii) Make more effective use of other programs related to the purposes of the Act.

(c) Provide, on an emergency basis, for the provision of such supplies and services, nutritious food-stuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among individuals with low-income;

(d) Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to individuals with low-income;

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(e) Encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community; or
(f) Other activities which may be approved in writing by Commerce.

(7) "Eligible Entity" – any organization, public or nonprofit, officially designated as a community action agency or a community action program under the Federal Legislative provisions of Section 210 of the Commerce Act of 1964, for fiscal year 1998 or established after 1998 in compliance with Federal law to serve areas not served by an existing eligible entity. If such community action agency or community action program lost its designation under Section 210 of such act as a result of a failure to comply with the provisions of said act or who has been determined ineligible, a replacement community action agency will be designated in accordance with provisions of Federal Law.
(8) "Eligible Participant" – those individuals whose total gross countable household income from all household members does not exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
(9) "Federal Law" – unless otherwise specified, 42 U.S.C. Chapter 106, the Community Services Block Grant Act as amended and 45 C.F.R. Parts 16, 75, and 96.
(10) "Household" – an individual or group of individuals living together as one economic unit.
(11) "Population" – total number of residents for each county, excluding inmates of institutions, as extrapolated from the latest official State estimate of population by the University of Florida Bureau of Economic Research and Development. For limited purpose agencies as designated under title II of the Economic Opportunity Act of 1964 for fiscal year 1998 which served the general purposes of a community action agency under title II of such Act, "population" means the total estimated number of residents for each county or service area meeting the definition of that limited program.
(12) "Program Expense" – program costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by Subrecipient to achieve an outcome intended by the funding program. Program Expenses can include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or service funded by a specific grant source. (Information Memorandum from the Office of Coummity Services for the United States Department of Health and Human Services, IM No. 37).
(13) "Subrecipient" – in general, for Federal program purposes, "Subrecipient" is any organization, public or nonprofit, determined by Commerce to be an Eligible Entity to receive funding pursuant to an agreement for an approved program and operating budget for delivery of Eligible Activities. Subrecipients include nonprofit organizations, migrant and seasonal farmworker organizations, and local governments as defined in the following paragraphs (a)-(c), provided such Subrecipient is in good standing or has not been determined ineligible. For purposes of this Agreement, "Subrecipient" is the entity entering into this Agreement with Commerce.

(a) "Nonprofit organization" – an organization created according to State law to provide services to benefit the general public.
(b) "Migrant and seasonal farmworker organization" – an organization funded to provide direct services to a target population of migrant and seasonal farmworkers under the CSBG Program and that has a tripartite board or other mechanism described in subsection (a) or (b), as appropriate, of section 676B of the CSBG Act.
(c) "Local government" or "local governing authority" – the governing body of a county or municipality.

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E. SUBRECIPIENT BOARD REQUIREMENTS

(1) In accordance with the requirements of 42 U.S.C. 9910, an Eligible Entity receiving CSBG funds pursuant to this Agreement shall establish a board in accordance with the following:

(a) For a private non-profit entity:

(i) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Agencies providing services in multi-county areas are required to submit to Commerce a plan to ensure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official currently holding office, or their representative for the first two years.

(ii) Not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of individuals and families with low-income in the area served. Each member selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member.

(iii) The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community served. Interest groups are organizations with nonprofit status, incorporated and registered with the office of the Florida Secretary of State.

(b) For Public Organizations:

(i) A tripartite board, which shall have members selected by the organization and shall be composed so as to assure that not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members;

I. are representative of low-income individuals and families in the neighborhood served;
II. reside in the neighborhood served; and
III. are able to participate actively in the development, planning, implementation, and evaluation of programs funded under this Agreement; or

(ii) another mechanism specified by the State to assure decisionmaking and participation by low-income individuals in the development, planning, implementation, and evaluation of programs funded under this chapter.

(2) Subrecipient shall demonstrate that the CSBG program is administered through a tripartite board that meets the requirements of 42 U.S.C. § 9910(a) or (b) by maintaining documentation including, but not limited to, the following:

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(a) Board member application, resume, letter of intent to serve, background check or due diligence documentation;
(b) Minutes of the member's seating and re-seating if serving more than a single term;
(c) Appointment letter;
(d) Yearly reaffirmation letters (for public sector members);
(e) Vacancy declaration;
(f) Resignation letter or notification of term end;
(g) Election selection documentation (for low-income sector members);
(h) Excused/unexcused absence documentation; and
(i) Signed Conflict of Interest Form

(3) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve communities and individuals with low-income. Full participation includes, but is not limited to, regular attendance at board meetings, participation on board committees, knowledge of the organization's mission and goals, and fiduciary duties.
(4) Subrecipient's bylaws or governing documents shall include a procedure which will allow individuals with low-income, community organizations, and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
(5) All board of director's meetings and board committee meetings are subject to Florida's Government in the Sunshine Law (section 286.011, F.S.), as stated in Paragraph (25)(J) of this Agreement and shall be publicly noticed at least seven calendar days but not more than 30 calendar days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information by methods acceptable under the Florida Sunshine Law. If immediate danger to the public health, safety, or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

F. PROGRAM TASKS & REQUIREMENTS

(1) Subrecipient shall administer the CSBG Program in accordance with information and directives provided in Commerce-issued NFA(s), Commerce-issued policy directives and guidance (if any), and this Agreement.
(2) Subrecipient shall use the funds pursuant to this Agreement to carry out Eligible Activities that include, but are not limited to:

(a) Supporting activities that are designed to assist families and individuals with low income, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act (42 U.S.C. § 601, *et seq.*), homeless families and individuals, migrant and seasonal farm workers, and elderly individuals and families with low income;
(b) Addressing the needs of youth in communities with low income through youth development programs that support the primary role of the family; and
(c) Making effective use of and coordinating with other programs.

(3) Subrecipient must maintain the following written policies:

(a) A policy that outlines its procedure and requirements for conducting home visits to home-

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bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.

(b) A policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files.

(c) A policy that shall include, at a minimum, types of services provided, written appeal procedures, internal monitoring processes, and family self-sufficiency guidelines.

(d) A policy for providing written notice of denial and appeal for any Applicant denied CSBG services. The notice must include the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, Subrecipient must explain what specific documents are required in order for the applicant to reapply for services.

(4) Subrecipient shall maintain documentation to demonstrate coordination and non-duplication of services with other anti-poverty programs in each community served.

(5) In accordance with 42 U.S.C. § 9919(b), as amended, Subrecipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(6) If Subrecipient administers a transportation program, it must comply with chapter 427, F.S., to coordinate with the appropriate transportation provider(s).

(7) Subrecipient's form CSBG State Plan must be consistent with the most recent community needs assessment officially adopted by Subrecipient's board of directors.

(8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all local workforce development boards in its service area. The MOU shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG Program and the "One-Stop" delivery system to provide services and information. Subrecipient shall review and renew the MOU at least once every three years. The current MOU must be submitted to Commerce with this executed Agreement.

(9) Subrecipient shall participate in training sessions scheduled by Commerce to cover CSBG policies and procedures.

(10) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.

(11) Subrecipient must comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing Unique Entity ID (generated by SAM.gov) and maintaining an active and current profile in the System for Award Management (SAM) (https://sam.gov/SAM/).

G. CLIENT ELIGIBILITY

(1) Subrecipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total gross household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.

(2) Subrecipient shall use income documentation of all household income sources that is no more than one year old and maintain the documentation in the client file. In the event that the Applicant cannot provide income documentation, Subrecipient shall require the Applicant to provide a signed self-declaration of income to attest to the Applicant's verbal declaration of total household income. This self-declaration must specify the reasons that no current income documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

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(3) In calculating total gross household income, Subrecipient shall abide by the current year Sources of Allowable Income to determine what is and is not counted as income.

H. ELIGIBLE PARTICIPANT RECORDS

Subrecipient shall maintain information in a file for each CSBG Eligible Participant that includes at least the following information:

(1) Applicant's name, address, sex, race, and age;
(2) Names, ages, and identification documentation of all household members;
(3) Social Security Numbers for all household members or the citation to the applicable exemption;
(4) Income amount and method of verification for all household members;
(5) Income documentation to support eligibility;
(6) Statement of self-declaration of income, if applicable;
(7) Date Applicant was interviewed, services provided to the Applicant and documentation of any denial of services;
(8) A signed CSBG Application with signatures of the Applicant, and Subrecipient's representative and supervisory staff;
(9) Current photo identification when providing assistance with CSBG funds for the Applicant to secure current identification documentation;
(10) Rental/lease agreement or mortgage when providing rental or mortgage assistance with CSBG funds.

2. REPORTS

Subrecipient shall submit the following reports to Commerce as specified below, in addition to any reporting requirements outlined in program and procedure manuals,

A. ANNUAL REPORTS

(1) IRS Form 990: Subrecipients that are below the $750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
(2) CSBG Annual Report: Subrecipient shall complete and submit the CSBG Annual Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
(3) Community Action Plan: Subrecipient shall submit its completed Community Action Plan on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
(4) Organizational Standards Field Guide: Subrecipient shall submit its completed Organizational Standards Field Guide and any requested supporting documentation on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
(5) Total Compensation for Executive Leadership Annual Report: The Subrecipient shall submit an Annual Report using Attachment G, including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60

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calendar days of the change.

A. MONTHLY REPORTS:

(1) Subrecipient shall submit to Commerce the CSBG at least one Financial Activity per month no later than the 21st day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Monthly Financial Activity regardless of whether funds were expended. Commerce will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. The Financial Activity must be submitted in Commerce's current electronic financial management system. In the event the 21st day of the month falls on a weekend day or holiday, the Financial Activity shall be due on the next business day.

Each Monthly Financial Activity shall contain the following information, at a minimum:

(i) An itemized list of all administrative expenditures that occurred during the reporting month,
(ii) An itemized list of all program expenditures that occurred during the reporting month
(iii) the amount of reimbursement requested, and
(iv) the number of clients served.
(v) All other supporting documentation requested by Commerce

(2) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations, NFA(s), and written policies and guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Commerce upon request.

(3) Commerce shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.

(4) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to Commerce no later than the 21st day of each month following the end of the reporting month in which clients were served.

B. BOARD MINUTES

Copies of minutes of board meetings, draft or signed, shall be made available upon request.

C. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to Commerce for all monitoring report findings or concerns no later than 30 calendar days from the date of the original monitoring report. Commerce shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 30 day falls on a weekend day or holiday, the response to the original report shall be due on the next

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business days. Subrecipient may request an extension in writing subject to Commerce's review and approval.

D. COST ALLOCATION PLAN

Per title 2 C.F.R. section 200.302, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan, in accordance with 45 C.F.R. 75.415 to Commerce with this Agreement.

E. INDIRECT COST RATE PROPOSAL

A Subrecipient of federal awards is required to have an approved, federally recognized indirect cost rate negotiated between such subrecipient and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with Commerce (in compliance with title 45 C.F.R. part 75), or a *de minimis* indirect cost rate as set forth in title 45 C.F.R. § 75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to Commerce with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to Commerce to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

F. CLOSE-OUT REPORT

The CSBG Close-Out Report is due 45 calendar days after termination of the Agreement or 45 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the 45th calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to Commerce that include, at a minimum, the Close-Out Cover Sheet, the CSBG Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

G. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by Commerce, including supporting or source documentation for any reports identified above in this Attachment.

H. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by Commerce and delivered by standard mail or electronic mail using the contact information provided in Paragraph 18 of this Agreement.

3. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the CSBG Act, October 1998 as amended, other Federal, State, or local statutes and regulations, including non-profit board

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requirements. Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal are also applicable under this Agreement.

(1) 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
(2) 45 C.F.R. Part 30 - Claims Collection;
(3) 45 C.F.R. Part 75
(4) 45 C.F.R. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
(5) 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
(5) 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
(7) 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
(8) 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
(9) 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
(10) 45 C.F.R. Part 93 - New restrictions on lobbying;
(11) 45 C.F.R. Part 95 – General Administration – Grant Programs
(12) 45 C.F.R. Part 96 - Block Grants;
(13) 45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
(14) 2 CFR Part 25 – Universal Identifier and System for Award Management;
(15) 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
(16) 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
(17) 2 C.F.R. Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5;
(18) 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
(19) 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
(20) 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
(21) 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act.

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with the Act and 45 C.F.R. Part 96. The CSBG Program is authorized and funded through the Federal Department of Health and Human Services. States, local governments, and non-profits, follow the Uniform Guidance for cost principles, administrative requirements, audit requirements, and the laws and procedures applicable to the CSBG Program.

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C. FUNDS DISTRIBUTION

Funding of Eligible Entities shall be awarded based on an allocation plan designed to facilitate statewide expansion of the community action network and a gradual equalization of funding based in part on the percentage of the poverty population for the service area. Pursuant to H.R. 3061, the Department of Labor, Health and Human Services, and Education, and Related Agencies appropriations Act of 2002, CSBG funds shall be distributed by Commerce to Eligible Entities in accordance with the requirements in 42 U.S.C § 9907.

D. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and subrecipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or project which will be financed with Federal money,
(2) the dollar amount of Federal funds for the project or program, and
(3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

E. INSURANCE

(1) Non-Profit Organizations: Subrecipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total CSBG agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.
(1) Local Governments: Subrecipient agrees to purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

F. MONITORING

(1) Commerce shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow Commerce to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
(2) Commerce shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by Commerce of Subrecipient need.
(3) Commerce shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

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4. CSBG ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of CSBG funds, that it and its subcontractors will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, Subrecipient assures and certifies that:

(a) Subrecipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by Subrecipient's governing body, including all assurances contained herein.

(b) Subrecipient will use CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the Agreement period will be returned to Commerce with the close-out report.

(c) Subrecipient will provide for coordination among anti-poverty programs in each community.

(d) Subrecipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of Subrecipient, check the accuracy and reliability of accounting data, promote operating efficiency, and maintain compliance with Commerce audit procedures and prescribed management policies of Subrecipient.

(e) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. Subrecipient will notify Commerce in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(f) Subrecipient will give Commerce, the Auditor General, or any authorized representative complete access to examine all records, books, papers, or documents related to all fiscal and program operations of the grant, including those of any subcontractor.

(g) Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; 42 U.S.C. § 9918(c), as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(h) Subrecipient will comply with 42 U.S.C. § 9918, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(i) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures at close out. Any amount in excess of this limit shall be refunded to Commerce with non-Federal funds at time of Agreement close out.

(j) This Agreement and all its Attachments are true and correct.

(k) In accordance with 42 U.S.C. § 9918(b), as amended, Subrecipient will prohibit any political activities by Subrecipient or employees in accordance with the Hatch Act restrictions on political activity.

(l) In accordance with 42 U.S.C. § 9908(b)(11), as amended, Subrecipient must provide Commerce with a Community Action Plan using the most current Commerce Community Action Plan template. The Community Action Plan must be supported by a community needs assessment which may be coordinated with community needs assessments conducted for other programs. The plan and needs assessment shall meet the CSBG Organizational Standards which are included in the CSBG Policy and Procedure Manual for the community or communities served and be consistent with form CSBG State Plan.

(m) Subrecipient agrees to adhere to 42 U.S.C. § 9907(a)(1), as amended, and the current Florida CSBG State Plan regarding the recapture of unobligated funds.

(n) Each Subrecipient receiving an allotment for a Federal fiscal year shall adhere to the Application and Plan assurances set forth in 42 U.S.C. § 9908, as amended.

(o) Subrecipient assures that this Agreement has been approved by Subrecipient’s governing body by official action, and the signatory is duly authorized to sign the Agreement.

(p) Subrecipient shall have appropriate staff attend training sessions conducted by Commerce**.**

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(q) Subrecipient shall comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment. Subrecipient further agrees that this language will be included in any subawards/subcontracts which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars and zero cents ($1,000.00) per day.

(r) Direct Federal grants, subawards, or contracts funded through CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Subrecipients must take steps to separate, in time or location, their inherently religious activities from the services funded under the CSBG program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at https://www.hhs.gov/answers/grants-and-contracts/what-are-the-rules-on-funding-religious-activity-with-federal-money/index.html.

(s) This award is subject to the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

(t) The use of Federal funds from this Agreement constitutes Subrecipient's acceptance of the terms and conditions set forth in this Agreement.

- End of Attachment A-1 -

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ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at https://www.sam.gov.

If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

A. The prospective subcontractor of Subrecipient, N/A, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
B. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

N/A
(Subcontractor Name)

(Signature of Subcontractor Designee)

Name & Title

(Subcontractor Street Address)

(Subcontractor City, State, Zip)

Date of Signature

SUBRECIPIENT:

Seminole County
(Subrecipient's Name)

E2255
Commerce Agreement Number

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ATTACHMENT C
JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: Seminole County Government AGREEMENT: E2255

Any advance payment under this Agreement is subject to section 216.181 (16)(a)(b), F.S., and Paragraph (5) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 2 CFR 200.305 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Check the applicable box below (check only one).

X	NO ADVANCE REQUESTED		ADVANCE REQUESTED	Program: CSBG (*CSBG, LIHEAP, or WAP*)

No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.	Advance payment of _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If an advance is requested, complete the following worksheet by filling in the highlighted cells below.

	DESCRIPTION	(A) Funding from Three Years Ago	(B) Funding from Two Years Ago	(C) Funding from Previous Year	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)				
2	FIRST TWO MONTHS OF GRANT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)				

[1] The expenses for the first two months in which expenditures were reported need to be provided for the years you received funding. If you do not have this information, call your Commerce contract manager for assistance.

The Subrecipient may request an amount up to the historical percent of expenditures for the first 2 months of the Agreement OR 17% of the award, whichever is less.

HISTORICAL PERCENT FOR FIRST 2 MONTHS: _____ (Cell D3) x _____ (Program Award) = _____ (Historical Advance)

17 % CALCULATION: _____ (Program Award) x 0.17 (Percent of Award) = _____ (Maximum Advance)

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ATTACHMENT D

PROPERTY MANAGEMENT AND PROCUREMENT

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property as defined in 2 C.F.R. 200.1, 2 C.F.R. part 200, 10 C.F.R. part 600, 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321 as applicable.

1. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.

2. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to Commerce, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to Commerce upon Commerce's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, any equipment reports required by this Agreement.

3. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in Commerce upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in Commerce by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient co-mingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.

4. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the CSBG, LIHEAP, and/or WAP program. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.

5. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

-End of Attachment D-

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ATTACHMENT E
SUBRECIPIENT INFORMATION

I. SUBRECIPIENT: Seminole County Government **AGREEMENT #:** E2255

II. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☑ Local Government

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:
Seminole

IV. GENERAL ADMINISTRATIVE INFORMATION

Executive Director or Chief

a. Administrator:
Address: Allison Thall City: Sanford ,FL Zip: 32773
Telephone: 407-665-2301 Fax:
Cell: Email: athall@seminolecountyfl.gov
Mailing address if different from above
Mailing Address: City: ,FL Zip:

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:
Name: Jay Zembower Title: Chairman, Board of County Commissioners
Address*: 1101 E. 1st Street City: Sanford ,FL Zip: 32771
Telephone: 407-665-7205 Fax: Email: jzembower@seminolecountyfl.gov
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:
Name: Jim Turney Title: Commissioner, City of Altamonte
Address*: 225 Newburyport Avenue City: Altamonte ,FL Zip: 32714
Telephone: 321-445-1197 Fax: Email: jturney@altamonte.org
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:
Name: Grant Maloy Title: Clerk of the Court
Address: PO Box 8099 City: Sanford ,FL Zip: 32771

e. Subrecipient Contacts:
1. Program: Name: Carrie Longsworth Title: Division Manager
Address: 520 W. Lake Mary Blvd Ste 100 City: Sanford ,FL Zip: 32773
Telephone: 407-665-2389 Fax:
Cell: Email: clongsworth@seminolecountyfl.gov

2. Fiscal: Name: Stacey Smithwick Title: Financial Manager
Address: 520 W. Lake Mary Blvd Ste 100 City: Sanford ,FL Zip: 32773
Telephone: 407-665-2362 Fax:
Cell: Email: ssmithwick@seminolecountyfl.gov

f. Person(s) authorized to sign reports:
Name: Carrie Longsworth Title: Division Manager
Name: Anea Brown Title: Program Manager

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Leslie Monzon — Program Manager

Name: Stacey Smithwick — Title: Financial Manager

g. FEID Number: 596000856 **h. UEI Number:** 067834358

i Hours of Operation: Monday- Friday (Days) 8:00am-5:00pm (Hours)

V. SUBRECIPIENT FISCAL YEAR: October thru September **(e.g. Oct 1 thru Sep 30)**

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ATTACHMENT F
TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The following information must be submitted to Commerce's Contract Manager:

   A. An Organizational Chart
   B. Notice of all meetings at least seven (7) business days before the meeting is to occur. Notice of special meetings must be posted at least 72 hours before the meeting is to occur.
   C. Employee positions and salary information for each position (including any benefits and performance bonuses).
   D. Attachment G, Total Compensation for Executive Leadership Annual Report, which shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change. Subrecipient is allowed to submit one report for their entity.
   E. A plain language version of any contract that is estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
   F. A list of all Board members, if applicable, and the company or entity that the Board member is employed by or owns, and their terms of service.
   G. Interlocal agreement(s), as applicable
   H. Single Audit for the last two (2) years.
   I. Board meeting and Executive Committee meeting minutes within 15 business of approval.
   J. All active agreements with another entity that delegates partial or complete responsibility for any duties the Subrecipient is expected, required, or mandated to perform under this Agreement, even if the cost is not expected to exceed $35,000.
   K. All reports that the Subrecipient must generate pursuant to Federal and Florida law.

3. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
4. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml or via fax at 1-

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800-914-0004.

5. Consistent with 2 CFR 200.113, the Subrecipient must, within one (1) business day of discovery, disclose any violation of federal criminal law involving fraud, waste, abuse, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
6. For all funds provided by Commerce, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state: (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
7. In compliance with section 286.25, F.S., the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same size letters or type as the name of the entity.
8. The Subrecipient shall maintain a purchasing procedure in accordance with sections 420.507(20) and 420.507(27), F.S. The Subrecipient's purchasing procedure must, at minimum:

    A. Ensure that all purchasing decisions are conducted in a transparent manner;
    B. Foster competition to ensure that the Subrecipient receives the best value possible;
    C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
    D. Require that an intent to award a competitive contract be published on the Subrecipient's website at least three (3) business days prior to execution; and
    E. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.

9. The Subrecipient shall maintain an employee ethics code modeled after the provisions of chapter 112, F.S., which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.

10. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, F.S.

-End of Attachment F-

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ATTACHMENT G
TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
(Executive Order 20-44)

Subrecipient: Seminole County Government N/A- Public CAP

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						

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Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

-End of Attachment G-

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

File Number: 2025-671

Title:

Approve the 2025-2029 Five-Year Consolidated Plan and 2025 - 2026 One-Year Annual Action Plan and authorize the Chairman to execute corresponding documents and signature pages on the Standard Form 424, Standard Form 424D, all certification pages, and subsequent Grant Agreements with HUD. Authorize Community Services Department staff to submit all plans, reports, and corresponding grant documents to HUD for approval. Authorize the Chairman to sign all subrecipient agreements tied to the 2025 - 2026 One-Year Action plan and any subsequent agreement amendments. Countywide (**Allison Thall**, **Community Services Director**)

Division:

Community Services - Community Development

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Stacey Smithwick/407-665-2362

Background:

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

- Community Development Block Grant (CDBG);
- HOME Investment Partnerships; and
- Emergency Solutions Grant (ESG).

These programs seek to address the housing and community development needs of low and moderate income (alternately defined as very low and low income, respectively, in the HOME Program) persons and households in the County.

The County is required to submit a consolidated plan that outlines the community's priority needs and establishes goals for the five-year planning period from October 1, 2025, to September 30, 2029. In addition, the County is required to submit Action

Plans annually to describe the activities and projects the County plans to implement to help meet the high priority needs identified in the Consolidated Plan. The 2025 - 2029 Consolidated Plan and 2025 - 2026 Action Plan serve as a combined grant application, required for HUD approval and award of funds.

The Consolidated Plan is an analysis of the current housing and community development needs of the County, and was developed using extensive input, both from community agencies (non- and for-profit) and from interested citizens. The public participation process included several methods to obtain feedback from the community residents and stakeholders.

The County facilitated three (3) public meetings on March 12, 2025, March 25, 2025, and March 27, 2025; one in-person and two virtual, one (1) stakeholder-specific meeting on May 20, 2025, and an additional public hearing before the County Commission for adoption of the Consolidated Plan on July 22, 2025. In addition, Seminole County published a summary of the Consolidated Plan and FY 2025-2026 Action Plan in the Orlando Sentinel and made the draft plans available for review on the County website and Community Services Offices. The public comment period began July 2, 2025, and concludes August 1, 2025. Any comments received from the public will be incorporated into the Consolidated Plan and Action Plan.

Seminole County Community Development issued a Notice of Funding Availability (NOFA) for FY2025 - 2026 to solicit applications for CDBG, HOME, and ESG projects. The attached Executive Summary shows the recommended activities to be funded in the FY 2025-2026 Annual Action Plan. These activities fall in line with the objectives and goals outlined in the Five-Year Consolidated Plan.

The County will also submit a Housing Equity Plan, which will identify barriers to fair housing and provide actionable steps for mitigating housing inequities, particularly for protected class groups. The Housing Equity Plan Report will be brought to the Board for approval in October 2025.

The Seminole County Citizen Participation Plan outlines the process in which the citizens of Seminole County can participate in its federal grant programs. Its purpose is to encourage and solicit public participation in the planning process, as well as to meet regulatory requirements from HUD. Community Services will update the Citizen Participation Plan to include the participation process for all the Community Development Division programs and bring the participation plan to the Board for approval in October 2025.

Staff is presenting the Consolidated Plan and FY 2025 - 2026 Action Plan apart from the Housing Equity Plan and Citizen Participation Plan so that the projects and

activities associated with the Annual Plan can be implemented as quickly as possible to meet expenditure deadlines.

Requested Action:

Staff requests the Board approve the 2025-2029 Five-Year Consolidated Plan and 2025 - 2026 One-Year Annual Action Plan and authorize the Chairman to execute corresponding documents and signature pages on the Standard Form 424, Standard Form 424D, all certification pages, and subsequent Grant Agreements with HUD. Authorize Community Services Department staff to submit all plans, reports, and corresponding grant documents to HUD for approval. Authorize the Chairman to sign all subrecipient agreements tied to the 2025 - 2026 One-Year Action plan and any subsequent agreement amendments.

Five-Year Plan and FY 2025-2026 Action Plan Summary
For Commissioner Briefings
Prepared 7/01/2025

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

Federal FY 2025-2029 Consolidated Plan (Five Year Plan)

The Consolidated Plan identified priority needs related to affordable housing, public services, homelessness, public facilities, and infrastructure needs based on a local market analysis, needs assessments, and public input received in the citizen participation process. The Consolidated Plan outlines goals and objectives to guide the use of HUD grants over the five-year plan period October 1, 2025 - September 30, 2029. The following high priorities were identified in the planning process (1) Increase access to affordable housing, (2) Increase access to public services, (3) Improve access to public infrastructure and facilities, and (4) Reduce homelessness by increasing access to homeless prevention, rapid re-housing services, and providing support to area shelters. In accordance with HUD regulations, grant funds are being used to primarily benefit low- and moderate-income individuals and households.

FY 2025/2026 One-Year Action Plan

Seminole County anticipates receiving an allocation of $2,292,412 in CDBG funds, $898,114 in HOME, and $193,384 in ESG funds. The One-Year Action Plan outlines the projects Seminole County plans to implement using FY 2025-2026 funds. Seminole County issued a Notice of Funding Availability and made a request for applications from non-profit agencies seeking funding for CDBG public facilities and infrastructure projects, CDBG public services, HOME-funded affordable housing projects, and ESG activities. The proposed activities will help meet the high priority needs related to affordable housing, public services, homelessness, and infrastructure/public facility improvements detailed in the five-year Consolidated Plan.

FY 2025-2026 List of Funding Recommendations

Below is a list of recommendations based on the funding proposals from social service agencies, community groups, and other eligible organizations to fund activities from the 2025-2026 Community Development Block Grant (CDBG; $2,292,412), HOME Investment Partnerships (HOME; $898,114), and Emergency Solutions Grant (ESG; $193,384) Programs.

CDBG Program - $2,292,412

Proposed Project	Activity	Objective in the Consolidated Plan	Amount
Public Facilities /Improvements			
The Sharing Center: Facility Improvements – **Security & HVAC** Systems Renovations	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$176,900
Friends of Children and Families: Facility Improvement – **Oviedo's Generator & Windows**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$60,000
True Health: Sanford Facility Improvements – **Millwork, Flooring, Security, Network & HVAC**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$644,500
True Health: Casselberry's Facility Improvements – **Millwork, Security, electrical work, lighting & Fire System**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$198,000
SafeHouse of Seminole: Facility Improvements – **Roof Replacement**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$91,800
Pathway to Care: Facility Improvements – **HVAC Replacements**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$90,000
Boys Town Central Florida: Facility Improvements – **Family Home Program Residential Renovations**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$104,100
Subtotal – Public Facilities /Improvements			**$1,365,300**

CDBG Public Services (HUD caps this budget to no more than 15% of total allocation)			
Dental Assistance **(In- house program)**	Public Services (Dental Assistance Services)	Suitable Living: Affordability	$60,000
Seniors First – **Senior Services**	Public Services (Respite, Companionship for Elderly Persons)	Suitable Living: Availability/ Accessibility	$71,120
Hope Resource & Food Pantry – **Nutritious Food Pantry Expansion**	Public Services (Nutritious Services)	Suitable Living: Availability/ Accessibility	$35,000
Shepherd's Hope – **Healthcare Services**	Public Services (Healthcare Services)	Suitable Living: Availability/ Accessibility	$80,000
The Lifeboat Project, Inc. – **Life skills and stabilization services**	Public Services (Homelessness Services)	Suitable Living: Availability/ Accessibility	$32,400
American Muslim Social Services – **Healthcare Services and Housing Stability**	Public Services (Healthcare and Housing Stability in Seminole County)	Suitable Living: Availability/ Accessibility	$65,000
Subtotal – Public Services			**$343,520**

CDBG In-House Programs and Administration			
Public Facility Improvements County/ Municipal Partners **(In-House Programs)**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$38,110
Housing Program Delivery **(In-House Program)**	Project delivery costs for housing activities. Funds will also be used to support administration and case management for the TBRA program.		$87,000
Planning and Administration	20% grant is for the planning and administration of CDBG program		$458,482
Subtotal – In-House Programs			$545,482
TOTAL CDBG			**$2,292,412**

CDBG – Denials

The following proposals were not recommended for CDBG funds.

Project	Denied for CDBG Funding,	Amount Requested
Public Services Applicant: Salt – Seminole Outreach	Use of CDBG funds for Public Services is restricted to no more than 15% of the total annual allocation. Based on the ranking of all submitted applications, they were not funded as the cap was met with the top applicants and the in-house dental program.	$60,000
Public Services Applicant: Upwards – Boost Program	The applicant is a for-profit entity and is not eligible for our nonprofit funding, which is primarily used for benefiting low- and moderate-income individuals and households. Boost provides home-based childcare providers with business coaching, technology, and training	$71,800

HOME Program - $898,114

Proposed Project	Activity	Objective in Consolidated Plan	Amount
Habitat for Humanity **Housing Construction-Homeownership**	Development and partial funding of Affordable Housing Sites for the new construction of single-family home ownership units	Decent Housing: Affordability	$473,586
Seminole County Housing Authority **Tenant Based Rental Assistance**	Funding allocated to assist the Seminole County Housing Authority with providing subsidized rental assistance to the elderly and/or disabled	Decent Housing: Affordability	$200,000
CHDO Set Aside	Support Community Housing Development Organizations to develop affordable housing for low income first-time homebuyers	Decent Housing: Affordability	$134,717
Planning and Administration	10% grant is for the administration of HOME program		$89,811
TOTAL HOME			**$898,114**

HOME – Habitat for Humanity was the only applicant for HOME funds.

ESG Program - $193,384

Proposed Project	Activity	Objective in Consolidated Plan	Amount
Safehouse of Seminole	**Operating and Maintenance of a Shelter** for survivors of domestic violence	Decent Housing: Availability	$40,000
Boys Town Central Florida	**Operating and Maintenance of a Shelter** for homeless youth aged 10-17	Decent Housing: Availability	$32,500
Recovery House of Central Florida	**Operating and Maintenance of a Shelter** for homeless men	Decent Housing: Availability	$23,530
Rescue Outreach Mission	**Operating and Maintenance of a Shelter** for homeless individuals and families	Decent Housing: Availability	$20,000
HSN - Homeless Management Information System	**Operation and Maintenance of the HMIS data** for homeless programs	Suitable Living: Availability/ Accessibility	$15,000
Rapid Re-Housing (In-House Program)	**Housing relocation and stabilization services** and/or short- and medium-term rental assistance	Suitable Living: Availability/ Accessibility	$47,851
Program Planning and Administration	Program Planning and Administrative costs not to exceed 7.5% of allocation		$14,503
TOTAL ESG			**$193,384**

ESG – Denials

The following proposals were not recommended for ESG funds.

Project	Denied for ESG Funding	Amount Requested
The Christian Sharing Center.	Duplicate Service- County currently allocates $400,000 in General Revenue for homeless prevention services	$159,000
SALT Outreach	Maximum 60% cap on shelter and street outreach allowed; 60% of total award allocated for shelters	$15,000

Additional Notes:

- CDBG funds must primarily benefit low- and moderate-income households- at least 70% of CDBG dollars must benefit low- and moderate-income households

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE



Consolidated Plan

U.S. Department of Housing & Urban Development (HUD)

What's Inside:

Needs Assessment
Market Analysis
Strategic Plan
Annual Action Plan

2025-2029

Prepared by: Florida Housing Coalition

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

As an Entitlement Community under the U.S Department of Housing and Urban Development (HUD), Seminole County receives federal funds and is required to develop a Five-Year Consolidated Plan. The Consolidated Plan serves as a strategic blueprint for addressing the housing and community development needs within Seminole County. This plan outlines the community's priorities, goals, and funding strategies for utilizing federal resources, including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG). Developed through extensive public input and collaboration with stakeholders, the Consolidated Plan provides a comprehensive framework to guide investment decisions, promote decent housing, expand economic opportunities, and support vibrant, inclusive neighborhoods, with a special focus on benefiting low- and moderate-income residents.

The Consolidated Plan includes a housing needs assessment to determine the current and future housing needs of the community and a market analysis to understand the demand for crucial community needs such as housing, services, community revitalization, employment, transportation, and more. These analyses are focused on identifying the needs of the county's most underserved and underrepresented populations. The Consolidated Plan is used to inform housing policies, planning decisions, and development strategies and detail the county's proposed budget for use of HUD funds towards eligible activities. This Consolidated Plan is for the period beginning October 1, 2025, and ending September 30, 2029 (five-years).

The amount of funds expected to be available for five years is based on proposed annual allocations. The county anticipates having available an estimated $11,462,060 of CDBG funds, $4,490,570 of HOME funds, and $966,920 of ESG funds for Program Years (PY) 2025-2029. Funding amounts are subject to an approved federal budget and can change. Opportunities and projects will be affected by the final funding available to the county each year. Funds for future years have not been approved or committed by HUD.

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The county's housing needs assessment and market analysis identified five priority needs areas to be addressed during the PY 2025-2029 Consolidated Plan. The priority needs identified below meet the HUD National Objectives of providing decent housing, creating a suitable living environment, or providing economic opportunity. Priority needs, objectives, outcomes, and indicators projected for the 5-year period include:

1	**Priority Need**: Affordable Housing **National Objective**: Low/Moderate Housing **Objective**: Decent Housing **Outcome**: Accessibility/ Availability **Indicators**: - Rental Units Rehabilitated: 2 Household Housing Units - Homeowner Housing Rehabilitated: 7 Household Housing Units - Homeowner Housing Added: 35 Household Housing Units - Rental Units Constructed: 2 Household Housing Units - Tenant-based rental assistance / Rapid Rehousing: 125 Households Assisted
2	**Priority Need**: Public Services **National Objective**: Low/Mod Income Area or Low/Mod Income Limited Clientele **Objective:** Create a Suitable Living Environment **Outcome**: Accessibility/ Availability **Indicator:** - Public Service Activities Other Than Low/Moderate Income Housing Benefit: 10,730 Persons Assisted
3	**Priority Need**: Neighborhood Revitalization **National Objective**: Low Income Area Benefit or Limited Clientele **Objective**: Create a Suitable Living Environment **Outcome**: Accessibility/ Availability **Indicators:** - Public Facility or Infrastructure Activities Other Than Low/Moderate Income Housing Benefit: 35,000 Persons Assisted - Buildings Demolished: 3 Buildings
4	**Priority Need:** Ending Homelessness **National Objective:** Low Income Limited Clientele **Objective:** Create a Suitable Living Environment **Outcome:** Availability/Accessibility

	Indicators: - Homeless Person Overnight Shelter: 1,600 Persons Assisted - Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted - Other: 300 Other
5	**Priority Need:** Planning and Administration **National Objective:** N/A **Objective:** Create or Sustain a Suitable Living Environment **Outcome:** Sustainability **Indicator:** N/A

Evaluation of past performance

The county regularly monitors and evaluates its past performance to ensure meaningful progress is made toward its goals identified in its previous PY 2020-2024 Consolidated Plan. All CDBG, HOME, and ESG funds were spent in accordance with the stated priorities of the Consolidated Plan, and the county has continued to meet its timeliness requirements demonstrating efficiency of funds utilization. The county has further demonstrated project impacts on low- and moderate-income (LMI) populations by exceeding federal requirements that at least 70% of funds benefit low- and moderate- income persons. The county has also maintained compliance will all required caps on funding including the 20% administration cap and the 15% public services cap for CDBG, 10% administrative cap for HOME, and 7.5% administrative cap for ESG.

Seminole County continues to make progress in meeting the goals to address the high priority housing and community development needs outlined in the PY 2020-2024 Consolidated Plan. Several goals have met or exceeded the anticipated accomplishments, including affordable housing goals such as purchase assistance, acquisition of units for affordable housing, and housing rehabilitation. The county has also exceeded goals for the provision of public services and public facility improvements. Seminole County's partnership with Catholic Charities has allowed for the encumbrance of HOME CHDO funds from past years.

Below summarizes progress made on each goal identified in the PY 2020-2024 Consolidated Plan, as of the most recent CAPER (PY 23). Notably, accomplishments below are reported through the fourth year of the Consolidated Plan as the PY 24 CAPER has not yet been submitted, therefore actual accomplishments under certain indicators may be higher.

Affordable Housing

- Homeowner housing added – 92%
- Homeowner housing rehabilitated – 13%
- Rental units rehabilitated – 50%
- Direct financial assistance to homebuyers – 23%
- Tenant-based rental assistance/rapid re-housing – 86%

Non-Housing Community Development

- Neighborhood Revitalization - Public service activities other than low/moderate income housing benefit (persons) – 530%
- Public Service Assistance - Public service activities other than low/moderate income housing benefit (persons) – 93%

Homeless

- Homeless person overnight shelter – 128%
- Tenant-based rental assistance/rapid re-housing – 74%
- Homeless person overnight shelter – 128%
- Homelessness prevention – 100%
- Other – 100%

The county has had challenges in meeting housing rehabilitation goals due to restrictive historical preservation policy and purchase assistance goals due to market shifts pricing out low-income homebuyers.

Summary of citizen participation process and consultation process

Seminole County recognizes that meaningful community engagement is essential to developing effective policies and programs that truly address local needs. The county values input from residents, community leaders, and stakeholders to ensure that decisions reflect the diverse perspectives and priorities of the community. Through public meetings, surveys, workshops, and collaborative partnerships, Seminole County actively seeks to involve citizens in shaping the future of their neighborhoods. By fostering open communication and encouraging active participation, the county strengthens trust, promotes transparency, and builds a more resilient and inclusive community.

The county began engaging citizens and other local governments in December 2024 with the launch of its virtual engagement page. The virtual experience offered multiple ways to

participate in the preparation of the consolidated plan including through a priority needs survey, a quick poll asking about barriers to service delivery, a guest book, and a space for residents and stakeholders to ask questions privately regarding the county's HUD programs, funding availability, the consolidated plan process, and more. All engagement features including the online survey were open for participation from December 2024 - May 2025.

The county facilitated three public meetings on March 12, 25, and 27, 2025 (one in-person and two virtual) to inform the community about the consolidated plan process, available CDBG, HOME, and ESG funding, and to solicit input from residents and stakeholders on priority housing, homeless, community revitalization, public service, and economic development needs. The county also hosted a virtual stakeholder dialogue session May 20, 2025 to connect with local organizations directly serving the county's most vulnerable populations.

Direct invitations to participate in public meetings and the stakeholder dialogue session were sent to stakeholder organizations including housing and homeless partners, non-profit organizations and direct service providers, local businesses, county departments, and leadership. In addition, the county provided outreach to residents and other stakeholders through newspapers, local media outlets, official governmental websites, and social media. Meetings were conducted to ensure the inclusion of all residents, target areas, beneficiaries of federal resources awarded through the public awards process, and public and private agencies operating in the county.

The county also solicited comments on the draft Consolidated Plan and Annual Action Plan from June 29 through July 29, 2025, and held a public hearing on July 22, 2025, for proposed plan adoption by County Commission.

Public meetings and public hearings were held and conducted in accordance with 24 CFR Part 91 and the county's adopted Citizen Participation Plan (CPP), which encourages public participation, emphasizing involvement by low and moderate-income persons, particularly those living in areas targeted for revitalization and areas where funding is proposed. In addition, it encourages the participation of all its citizens, including minorities, non-English speaking persons, and individuals with disabilities.

Summary of public comments

The county kept a record of all comments received through the public engagement process including from virtual engagement and on-site community meetings. All public input was considered and incorporated into the Consolidated Plan as applicable. The following outlines the trending priority needs identified through public input:

Housing

- Homeless shelters / transitional housing
- Purchase assistance
- Rental assistance
- Housing for homeless families
- Housing rehabilitation
- Accessible housing
- Assisted living
- Housing Choice Vouchers
- Supportive housing
- Redevelopment of abandoned properties for housing

Public Services

- Education programs
- Employment training
- Healthcare services
- Mental health services
- Financial literacy
- Employment training
- Transportation services
- Services for individuals with disabilities

Infrastructure and Public Improvements

- Community centers
- Parks, sports recreation facilities, and open space
- Public transportation and shelter/hub improvements
- Availability/quality of WiFi
- Electricity (underground power lines, improved sub stations)
- Sewer, potable water, and stormwater
- Public safety facilities (fire stations, police stations, emergency operations centers, etc.)

Economic Development

- Financial assistance to entrepreneurs and small businesses
- Storefront/business rehabilitation and façade improvements

Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted by the county. Seminole County actively welcomes and encourages all comments from residents, community stakeholders, and partner organizations as part of the development and implementation of its HUD Consolidated Plan. Public input is vital to ensure that the plan accurately reflects the community's housing and development needs and prioritizes resources where they are most needed. By providing multiple opportunities for public review, comment periods, and public hearings, Seminole County demonstrates its commitment to transparency, accountability, and community-driven decision-making. All feedback received is carefully considered and helps guide the county's strategies for promoting affordable housing, strengthening neighborhoods, and enhancing the quality of life for all residents.

Summary

The Consolidated Plan serves as a strategic roadmap for addressing housing and community development needs within Seminole County over the next five years. It identifies priority needs, establishes goals, and outlines specific actions to improve housing affordability, support vulnerable populations, strengthen neighborhoods, and promote economic opportunities. Developed through extensive data analysis and meaningful public input, this plan guides the investment of federal resources such as CDBG, HOME, and ESG funds to ensure that low- and moderate-income residents have access to safe, decent, and affordable housing and vital community services.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Seminole County	Seminole County Community Services Department
HOME Administrator	Seminole County	Seminole County Community Services Department
ESG Administrator	Seminole County	Seminole County Community Services Department

Table 1 – Responsible Agencies

Narrative

The Community Services Department is responsible for the administration of various Federal, State and Local Grant programs. This responsibility includes overall planning, general management, oversight, and coordination of all activities. The department's mission is to stimulate social and economic opportunities to improve the quality of life for Seminole County residents. The department is composed of the community assistance division, community development division, veterans' services office and business office. Community Services is led by a department director, senior management team, division managers, program managers, and other staff necessary to implement the necessary programs. There are approximately 35 full-time staff and several temporary workers.

Seminole County Community Services works collaboratively with a variety of community stakeholders to plan and maximize the use of our state, federal and local resources. Other city departments may be active stakeholders in carrying out housing and community development projects and programs. The Consolidated Plan was prepared using a collaborative process including feedback from as many stakeholders as possible.

Consolidated Plan Public Contact Information

Allison Thall, Director
Community Services Department
1101 East First Street
Sanford, FL 32771
Office: (407) 665-2302
Email: athall@seminolecountyfl.gov

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

Introduction

In accordance with 24 CFR Part 91 and the Citizen Participation Plan, Seminole County conducted a thorough outreach effort to engage with critical stakeholders. This outreach effort was designed to duly record stakeholder input and develop an informed set of priority needs to help guide the County's investment strategies over the course of this Consolidated Plan. This outreach effort included multiple stakeholder meetings, where organizations from across the community development spectrum, social service providers, lenders and financial institutions, realtors, community leaders, and faith-based organizations were invited to come together to discuss the County's needs.

The County advertised public meetings in newspapers of general circulation, published an online survey, and consulted directly with key stakeholders.

Advertisement of Outreach Activities

To maximize engagement, the county implemented various methods of advertisement for the outreach activities listed above. The county focused its efforts on reaching the broadest audience possible, while also employing methods specific to underserved populations.

The outreach approach included utilizing local and social media outlets. The county broadened outreach by utilizing their organizational websites, social media pages such as Facebook, and delivery of regional media releases. It is important to note that the county made every effort to advertise notices in an alternate language newspaper.

Seminole County created a user-friendly informational to advertise the public meetings and the on-line survey. Informationals were distributed through an email campaign to stakeholders including organizations representing populations that are typically underrepresented in the planning process such as persons who reside in target areas, persons who are limited English proficient (LEP), and persons with a disability. Informationals were also distributed at public offices and public libraries.

Direct Agency Consultation

The county developed a list of nearly 110 stakeholders to provide outreach to during the Consolidated Plan process. Stakeholders were invited to participate in public meetings, in an

on-line survey, and public hearings. Additionally, the county conducted interviews with pertinent stakeholders to gather supplemental information for the Consolidated Plan including the CoC, broadband connectivity providers, and emergency management departments.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Throughout the year, Seminole County Community Services Department administrators participate in a variety of meetings, conferences, and workshops, interacting with representatives from different agencies and organizations within Seminole County. This direct engagement is essential for building collaborative relationships in community development. On an ongoing basis, the Community Services Department collaborates with a diverse range of entities local government entities, quasi-governmental organizations, and non-government organizations, including:

- Homeless Services: The Sharing Center, Rescue Outreach Mission, HOPE Helps Inc., Salvation Army of Seminole County, Pathways to Care, We Walk By Faith Corporation, Resources for Human Development (RHD), Central Florida St. Vincent De Paul CARES, Seminole County Community Services, Homeless Services Network of Central Florida, Inspire of Central Florida
- Social Services: Meals on Wheels, Harvest Time International, US Hunger (formerly Feeding Children Everywhere), Seminole County Sheriff's S.C.O.R.E. program, Goldsboro Front Porch Council, Inc., Picnic Project, The Purple Leaf Foundation Inc., United Way, Second Harvest Food Bank of Central Florida, Goodwill Industries Sanford Self Sufficiency Job Center, Altamonte Springs South Seminole Optimist Club, United Cerebral Palsy of Central Florida, Kids House, and various centers for youth, seniors, and people with disabilities
- Housing: Various for-profit developers, Habitat for Humanity Seminole-Apopka, Seminole County Housing Authority, RISE community Solutions – Pathways to Home
- Economic Development: Christian HELP Employment and Resource Center, Seminole County Branch NAACP, Seminole County Chamber, Casselberry Chamber, Oviedo-Winter Springs Chamber, Sanford Chamber, East Central Florida Regional Planning Council, Seminole State College, CareerSource Central Florida, Manufacturers Association of Central Florida, UCF Business Incubation Program, SCORE, Prospera
- Health Services: Seminole County – Florida Health Department, Shepherd's Hope, True Health (Sanford, Casselberry, Goldsboro, Airport, Harvest Time International), Pop

Behavioral Health Services, Advent Health Central Florida Division, Aspire Health Partners Sanford, Central Florida Family Health Center, Seminole Behavioral Healthcare (Fern Park, Sanford), Seminole County Government's Community Health Initiative

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The county works to address homelessness both within and outside of its geographic boundaries through collaboration with the Homeless Services Network of Central Florida, the region's Homelessness Continuum of Care (CoC) serving Orange, Osceola, and Seminole Counties. The County consulted with the CoC through various methodologies, including one-on-one interactions and public meetings.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The county works to address homelessness in partnership with the Continuum of Care which serves the area, the Homeless Services Network of Central Florida. The only homeless shelter in Seminole County is located in the City of Sanford, Rescue Outreach Mission, provided through the nonprofit Rescue Outreach Mission, which is funded in part by Seminole County in partnership with the City of Sanford.

Consultation with HSNCF was conducted through multiple interactions, including direct engagement, invitations to participate in the stakeholder meetings, and review of the MFHC 10-Year Strategic Plan, point-in-time (PIT) homeless counts, housing inventory counts, and populations and subpopulations report.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Sanford Department of Community Relations & Neighborhood Engagement
	Agency/Group/Organization Type	Other government - local
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a stakeholder event. It's anticipated that coordination on housing and social services will be enhanced.
2	**Agency/Group/Organization**	American Muslim Social Services, Inc./American Muslim Community
	Agency/Group/Organization Type	Services - Health
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment, Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, homelessness, and social services will be enhanced.
3	**Agency/Group/Organization**	Dave's House
	Agency/Group/Organization Type	Services – Health, Housing, Services – Housing
	What section of the Plan was addressed by Consultation?	Housing needs assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, homelessness, and social services will be enhanced.
4	**Agency/Group/Organization**	Christian HELP
	Agency/Group/Organization Type	Services – Homeless, Services – Employment

	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, homelessness, and social services will be enhanced.
5	**Agency/Group/Organization**	Global Nonprofit Help
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing needs assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, homelessness, and social services will be enhanced.

6	**Agency/Group/Organization**	Bright Community Trust, Inc.
	Agency/Group/Organization Type	Housing, Services-Housing
	What section of the Plan was addressed by Consultation?	Housing needs assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing will be enhanced.
7	**Agency/Group/Organization**	HOPE Helps
	Agency/Group/Organization Type	Services – Homeless, Services – Employment
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.
8	**Agency/Group/Organization**	IMPOWER
	Agency/Group/Organization Type	Services – Health, Services - Children
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs – families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, homelessness, and social services will be enhanced.
9	**Agency/Group/Organization**	The Sharing Center
	Agency/Group/Organization Type	Services – Homeless, Services – Employment
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.
10	**Agency/Group/Organization**	Rescue Outreach Mission
	Agency/Group/Organization Type	Services – homeless, Services – victims of domestic violence, Services - Employment
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.
11	**Agency/Group/Organization**	Habitat for Humanity Seminole Apopka
	Agency/Group/Organization Type	Services – Housing, Housing
	What section of the Plan was addressed by Consultation?	Housing needs assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing will be enhanced.
12	**Agency/Group/Organization**	Central Florida Home for Good, Inc.
	Agency/Group/Organization Type	Housing, Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It's anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.
13	**Agency/Group/Organization**	Seminole County Public Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Public housing needs, homeless needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via email and stakeholder consultation. It's anticipated that housing and housing services will be enhanced.
14	**Agency/Group/Organization**	City of Oviedo, Planning Division
	Agency/Group/Organization Type	Other Government- Local
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Market analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via stakeholder consultation. It's anticipated that housing policy will be enhanced.
15	**Agency/Group/Organization**	Inspire of Central Florida
	Agency/Group/Organization Type	Services – people with disabilities, Services – employment, Housing, Services – housing
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Non-homeless special needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via stakeholder consultation. It's anticipated that housing services and services for people with disabilities will be enhanced.
16	**Agency/Group/Organization**	Pathways to Care
	Agency/Group/Organization Type	Services – health, Services – homeless, Services – housing, Services – persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Homeless needs – veterans, Public housing assessment, Homelessness strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via stakeholder consultation. It's anticipated that homelessness services, especially for special needs populations and homeless veterans, will be enhanced.
	Agency/Group/Organization	True Health
	Agency/Group/Organization Type	Services – health
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Non-homeless special needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via online survey. It's anticipated that public services will be enhanced.
	Agency/Group/Organization	Picnic Project
	Agency/Group/Organization Type	Services – health
	What section of the Plan was addressed by Consultation?	Housing needs assessment, Non-homeless special needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged via online survey. It's anticipated that public services will be enhanced.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Seminole County strives to consult with all types of agencies involved in or affected by the Consolidated Plan and Annual Action Plan. Staff take every possible action to ensure that no local agencies are excluded. While local publicly funded institutions such as mental health and correctional facilities were not available for consultation, the county did engage with local non-profit organizations that serve populations previously residing in or assisted by these agency types. These organizations, which provide services to homeless individuals, seniors, and others were consulted through public meetings, a stakeholder consultation meeting, and other means such as direct email or phone call as necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Several local, regional, state, and federal planning efforts were considered in the preparation of this plan. Planning and housing efforts in the city jurisdictions within Seminole County were also considered. For example, the affordable housing planning efforts of the City of Sanford, which is a recipient of federal funds from HUD's CDBG program, were considered. In addition, the planning and affordable housing efforts of the Sanford Public Housing Authority and the Orlando Housing Authority, which operates a voucher program for residents of Sanford, were considered.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Seminole County SHIP Local Housing Assistance Plan (LHAP)	Seminole County	The Seminole County Local Housing Assistance Plan (LHAP) includes housing strategies; considering the limited funding which comes into the area, understanding what programs and how much money flows into Sanford through Seminole County's plans for affordable housing ensures that Sanford's programs don't duplicate or overlap Seminole County's programs.
Seminole Conty Local Mitigation Strategy	Seminole County	The data and analysis of environmental conditions and hazard risks in the LMS informs housing and economic developments needs related to housing; particularly in section MA-65 Hazard Mitigation in the Consolidated Plan.

Continuum of Care Strategic Plan	Homeless Services Network of Central Florida	The goals of the Homeless Services Network of Central Florida overlap with Hernando County's Strategic Plan and Action Plan goals through enhanced coordination between public and private social service providers, as well as community outreach on issues related to homelessness. Analyzing the strategies and programs of the CoC ensures that Sanford's programs don't duplicate or overlap its programs.
Seminole County Public Housing Authority 5-Year PHA Plan	Seminole County Public Housing Authority	The PHA 5-Year Plan includes increasing access to affordable housing and supportive services to achieve self-sufficiency as goals which aligns with the county's affordable housing priorities.
Seminole County Comprehensive Plan	Seminole County	The county's Comprehensive Plan's Housing Element outlines goals, objectives, and policies for providing adequate and safe housing, eliminating substandard housing, and providing and preserving affordable housing in the county which aligns with the goals of this Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The county partners with many local public and quasi-public agencies to support planning goals which follow HUD's National Objectives, including providing affordable, safe, and sanitary housing, creating a suitable living environment, and expanding economic opportunities for low and moderate-income individuals. The county will continue building partnerships with adjacent units of local and state government, particularly offices including emergency management, public works, and others in order to ensure the effectiveness of plan implementation.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Seminole County considers both qualitative and quantitative data when determining funding strategies and setting goals. Conducting qualitative research through citizen participation provides a more detailed, ground-level perspective on community needs directly from resident and stakeholder experiences. The county uses this data to inform funding strategies and to set practical and measurable goals.

The county conducts qualitative research in accordance with 24 CFR Part 91 and the Citizen Participation Plan, and ensures inclusion of all neighbors, target areas, beneficiaries of federal resources, and local public and private agencies. The county advertised public meetings in newspapers of general circulation and consulted directly with stakeholders. The citizen participation process included:

Public Meetings

The county facilitated three (3) public meetings, one in-person and two virtual, one (1) stakeholder-specific meeting, and an additional public hearing before the County Commission for adoption of the Consolidated Plan. The public meetings informed residents and stakeholders about the PY 2025-2029 Consolidated Plan, described the process, and solicited input on priority community needs. The county considered times convenient for residents and stakeholders and offered a hybrid approach of on-site and virtual meetings. Meeting dates, times, and virtual platforms are detailed below.

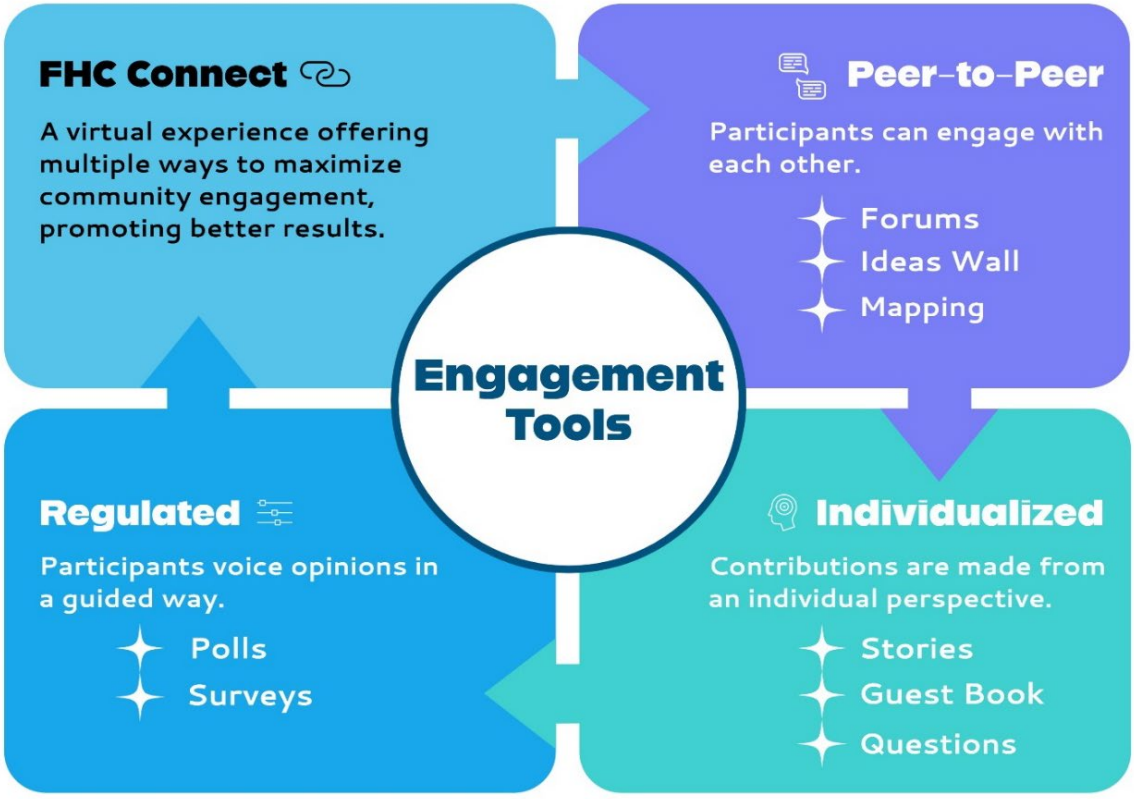
Online Participation

The county recognizes that traditional methods of outreach often unintentionally exclude underserved populations and is committed to making changes to its planning process with the intention of eliminating barriers to participation. While the county complied with federal citizen participation regulations, a key effort made to broaden participation was launching the FHC Connect virtual experience in addition to holding meetings at a physical location.

FHC Connect utilizes current technology to meet the increasing demand for a virtual presence. Outreach has changed, particularly since the pandemic, and FHC Connect is a progressive outreach method for maximizing citizen participation. This unique virtual experience is an all-in-one community engagement platform offering a set of comprehensive tools and widgets to collect stakeholder input and data.

The platform complies with Web Content Accessibility Guidelines (WCAG), offers convenience, and the ability to engage at a comfortable pace. These features often increase participation by marginalized populations. Through the platform, the county developed an online survey to maximize engagement. The survey gathered information related to priority needs in the county, including housing needs, homeless needs, public infrastructure/facility needs, economic development needs, and public service needs. Community input helped prioritize needs and goals to be incorporated into the Consolidated Plan and informed activities to be funded to address needs within the county's regulatory and funding frameworks.

Available features of FHC Connect include:



The FHC Connect website was translated to Spanish, allowing limited English-speaking residents to engage. Engagement activities on both the English and Spanish-translated websites that were open to the public from January through May 2025 on the Consolidated Plan website included:

- Taking A Survey: Respond to specific questions about the housing, service, and economic needs of the county's most vulnerable populations.

- Answering A Poll: Select what you consider to be the greatest barrier to receiving essential services in Seminole County.
- Commenting in the Guestbook: Leave any comments or questions related to the plan's content or goals.
- Asking Questions: Inquire privately about the county's HUD grant programs, eligible use of funds, and more.

Direct Agency Consultation

Partner agencies and stakeholders were invited to participate in any of the public meetings held throughout the process. A special Stakeholders Meeting was also held, in which specific stakeholders including public housing authorities and homeless Continuum of Care agencies for the area were invited to provide direct input about their priority community needs and the specific needs of their clientele.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting, March 12, 2025, in-person	All residents of Sanford Minorities Persons with Disabilities Recipients of local, state, and federal program funding and services Non-targeted/broad community	In-person attendees: 6	Transportation, affordable housing, and economic development are biggest challenges; seniors are underserved, financial assistance, counseling, and senior assistance needed. Increasing access to affordable housing and resources are top needs.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting, March 25, virtual	All residents of Sanford Minorities Persons with Disabilities Recipients of local, state, and federal program funding and services Non-targeted/broad community	Virtual attendees: 10	Increasing access to affordable housing is top need, especially for seniors and disabled; those with mental health challenges and seniors are most underserved; downpayment and rental assistance needed.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting, March 27, 2025, virtual	All residents of Sanford Minorities Persons with Disabilities Recipients of local, state, and federal program funding and services Non-targeted/broad community	Virtual attendees: 5	Access to affordable housing and supportive services are biggest needs; seniors most underserved; home buyer education is needed.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Stakeholder Meeting, May 20, 2025, virtual	Key stakeholder organizations	Virtual attendees: 4	Affordable housing, rental/utility assistance, mental health/substance abuse services, and transportation identified as high priorities across organizations; childcare is needed; documentation requirements, stigma/NIMBYs, transportation, language barriers, and program eligibility criteria identified as key barriers.	N/A	N/A
5	Public Hearing	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment defines the county's priorities in affordable housing, community development, homelessness, and non-homeless special needs. It serves as the foundation for the Strategic Plan, ensuring the effective allocation of limited housing and community development resources. This assessment is based on a comprehensive analysis of quantitative data, supplemented by qualitative insights obtained through citizen engagement and stakeholder consultations.

The Needs Assessment is divided into the following sections:

Housing Needs Assessment – The analysis of American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data, along with information from local sources, reveals a substantial need for affordable housing in Seminole County. The data indicates that residents face significant housing cost burdens, with cost burden identified as the most prevalent "housing problem," surpassing all other categories of housing challenges as defined by HUD.

Public Housing – Seminole County's jurisdiction encompasses two housing authorities: Seminole County and Sanford. Seminole County manages public housing units and administers the Housing Choice Voucher Program for eligible residents needing affordable housing. The Orlando Housing Authority manages the Sanford Housing Authority's day-to-day operations. By 2013, all Sanford Housing Authority public housing residents were relocated to private housing using housing choice vouchers. Sanford Housing Authority does not have a Housing Choice Voucher program, nor does it have a waitlist.

Homeless Needs Assessment – According to the 2024 PIT Count for the Central Florida Commission on Homelessness CoC, 439 persons were experiencing homelessness in Seminole County. Of that total, 257 persons were experiencing sheltered homelessness, and 182 persons were experiencing unsheltered homelessness.

Non-Homeless Special Needs Assessment – The county has identified non-homeless special needs populations requiring supportive services, including the elderly, frail elderly, persons with

disabilities, individuals with substance use disorders, victims of domestic violence, and persons living with HIV/AIDS and their families. Affordable housing, along with access to supportive services, remains a critical need for these populations.

Non-Housing Community Development Needs – Based on input from residents and stakeholders, along with a review of local studies, the county's non-housing community development needs include Public Facilities, such as neighborhood parks and recreational facilities; Public Improvements, specifically streets, sidewalks, and water/sewer infrastructure upgrades; and Public Services, including job training and employment opportunities, alternative educational opportunities, and health and mental healthcare services.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

When developing housing goals for a five-year period, Seminole County must consider household type, size, composition, and housing conditions, in addition to housing costs. Understanding the county's housing patterns enables the creation of a comprehensive strategy to address housing needs. Collected housing data allows the county to assess the type and condition of the existing housing stock and to identify the number and characteristics of families or individuals requiring housing assistance. This information supports the development of targeted housing services to sustain affordable housing and address the needs of residents across all income levels and demographic groups.

HUD definitions of the categories analyzed are as follows:

- Housing Cost Burden – Households spending greater than 30% of their total gross income on housing costs.
- Severe Housing Cost Burden – Households whose housing cost burden is greater than 50% of housing income.
- Overcrowding – Households having more than 1.01 to 1.5 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Severe overcrowding – Households having more than 1.51 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Lacking complete kitchen facilities – Kitchen facilities lacking a sink with piped water, a range or stove, or a refrigerator.
- Lacking complete plumbing facilities – Households without hot or cold piped water, a flush toilet and a bathtub or shower.
- Small Family- 5 or less people residing in a household.
- Large Family- 5 or more people residing in a household.

Between 2009 and 2020, Seminole County experienced steady demographic and economic growth. The population increased from 381,185 to 406,350, marking a 7% rise over the 11-year period. This growth reflects the area's continued appeal due to economic opportunity, quality of life, and regional development. More notably, the number of households grew by 17%, rising from 133,230 to 155,860. This faster pace of household formation compared to population growth suggests a trend toward smaller household sizes, potentially driven by an aging population, more single-person households, or changing family structures.

Regarding economic well-being, the median household income increased by 23%, from $57,010 to $70,297. This income growth indicates local economic expansion, increased employment opportunities, and post-recession recovery. However, it is important to consider this gain alongside the rising cost of living, which may affect residents' actual purchasing power. Collectively, these trends point to a growing and evolving community with emerging housing, infrastructure, and affordability needs.

Seminole County's household income distribution reveals that the majority of households, 85,870, earn above 100% of the Area Median Family Income (HAMFI), while 13,365 fall within the extremely low-income range (0–30% HAMFI). Small family households are most common across all income levels, especially among higher-income groups, whereas large family households are relatively rare and concentrated in higher income brackets.

Seniors make up a notable portion of households at all income levels. In the lowest income group, over 5,900 households include someone 62 or older, indicating a need for affordable, age-friendly housing and services. Households with children under six are also more prevalent in higher income brackets, though over 1,000 exist in the lowest income group, highlighting a vulnerable population that may face challenges securing stable housing and childcare support.

In summary, the data reflects strong economic segments in the county but underscore the needs of low-income seniors, families with young children, and large households, groups likely to benefit from targeted housing and supportive service interventions.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	381,185	406,350	7%
Households	133,230	155,860	17%
Median Income	$57,010.00	$70,297.00	23%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	13,365	15,655	25,615	15,335	85,870
Small Family Households	3,560	5,293	9,410	6,475	46,560
Large Family Households	464	680	1,583	815	7,110

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person 62-74 years of age	3,170	3,834	6,375	3,830	19,200
Household contains at least one person age 75 or older	2,749	3,390	3,345	1,829	6,473
Households with one or more children 6 years old or younger	1,089	1,908	3,460	1,951	9,049

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	120	150	99	20	389	25	15	25	0	65
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	135	134	135	115	519	25	65	28	29	147
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	173	244	680	225	1,322	20	43	215	105	383
Housing cost burden greater than 50% of income (and none of the above problems)	4,385	4,260	1,335	95	10,075	3,879	3,028	1,965	209	9,081

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	149	2,190	6,315	1,265	9,919	1,070	2,155	4,630	2,800	10,655
Zero/negative Income (and none of the above problems)	1,260	0	0	0	1,260	1,065	0	0	0	1,065

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,810	4,775	2,245	450	12,280	3,949	3,163	2,234	339	9,685
Having none of four housing problems	1,760	2,695	8,840	4,710	18,005	2,849	5,024	12,310	9,830	30,013
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,835	3,214	3,190	8,239	1,249	1,442	2,690	5,381
Large Related	228	264	385	877	224	214	415	853
Elderly	1,090	1,264	1,279	3,633	2,764	2,773	2,296	7,833
Other	1,709	2,159	3,312	7,180	800	840	1,294	2,934
Total need by income	4,862	6,901	8,166	19,929	5,037	5,269	6,695	17,001

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	1,874	1,874	1,085	962	0	2,047
Large Related	0	0	100	100	114	114	85	313
Elderly	1,040	869	270	2,179	2,099	1,389	633	4,121
Other	0	1,635	1,595	3,230	645	0	0	645
Total need by income	1,040	2,504	3,839	7,383	3,943	2,465	718	7,126

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	214	293	558	300	1,365	45	104	199	99	447

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	30	60	180	20	290	0	4	44	35	83
Other, non-family households	64	30	70	20	184	0	0	0	0	0
Total need by income	308	383	808	340	1,839	45	108	243	134	530

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

According to the 2023 American Community Survey (ACS) 5-Year Estimates, single-person households comprise 25.6% (47,498) of all occupied housing units in Seminole County. Among these, individuals living alone occupy 32.6% of renter-occupied units and 22.0% of owner-occupied units. The largest share of single-person households falls within the 35 to 64 age group, accounting for 11.7% of total occupied housing, including 10.1% of owner-occupied units and 14.9% of renter-occupied units.

Single-person households, particularly those with low or fixed incomes such as Social Security, are more susceptible to housing cost burdens. This financial strain can lead to difficulties in affording necessities like healthcare, food, and transportation. While specific numbers of single-person households in need of housing assistance in Seminole County are not directly provided in the ACS summary tables, the presence of a significant elderly population living alone suggests a notable demand for affordable housing solutions tailored to single occupants.

Local housing assistance programs, such as those offered by Seminole County's Community Services Department, support residents facing housing challenges. These programs aim to assist

low-income households, including single-person households, to secure affordable and stable housing.

According to Seminole County's Attainable Housing Strategic Plan, approximately 27% of the county's 167,549 households are cost-burdened, meaning they spend more than 30% of their income on housing expenses.

This issue is particularly acute among lower-income households:

- 89% of households with incomes under $20,000 are cost-burdened.

- 73% of households with incomes between $20,000 and $34,999 are cost-burdened.

- 57% of households with incomes between $35,000 and $49,999 are cost-burdened.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disabled Families in Need of Housing Assistance

An estimated 57,506 individuals in Seminole County, 12% of the population, live with disabilities, according to 2023 ACS data. Many of these individuals, particularly the 3,560 who receive Supplemental Security Income (SSI), face significant housing challenges due to the mismatch between income and local rental costs. With the HUD Fair Market Rent for a studio at $1,338 and SSI capped at $914 per month, affordable rent (30% of income) would be $274, well below market rates. This results in extreme rent burdens, making market-rate housing inaccessible without assistance.

Families with disabilities often require not only affordable housing but also accessible units equipped with features like ramps and modified bathrooms. However, such units are limited. These families also need supportive services, including healthcare access, transportation, and community-based resources to maintain independence and quality of life. The shortage of affordable, accessible housing and necessary services highlights the need for expanded rental subsidies, accessible housing development, and coordinated support systems. Addressing these needs requires joint efforts from local governments, nonprofits, and community partners.

Victims of Domestic Violence in Need of Housing Assistance

Estimating the number of families in Seminole County needing housing assistance due to domestic violence, dating violence, sexual assault, or stalking involves analyzing available crime statistics and understanding the support services in place.

In 2023, Seminole County recorded 2,649 domestic violence police reports. By May 2024, there were 981 reports, indicating a continuing trend. There is no information available on how many of these victims need housing assistance, however, the 2024 Point in Time Count identified 60 people experiencing homelessness who were also victims of domestic violence. Of those people, 43 were staying in Emergency Shelter, and 17 were identified as unsheltered.

What are the most common housing problems?

Housing problems are defined within categories that include: substandard housing (households lacking complete kitchen or plumbing facilities), overcrowding (more than 1.01- 1.5 persons per room), severe overcrowding (more than 1.51 persons per room), cost burden (more than 30% of the household's gross income is spent on housing costs), and severe cost burden (more than 50% of the household's gross income is spent on housing costs), and zero/negative income households who cannot be cost burdened but still require housing assistance.

Housing Problems in Seminole County, ranked in descending order:

- Housing cost burden greater than 30% of income (and none of the above problems): 20,574
- Housing cost burden greater than 50% of income (and none of the above problems): 19,156
- Zero/negative Income (and none of the above problems): 2,325
- Overcrowded - With 1.01-1.5 people per room (and none of the above problems): 1,705
- Severely Overcrowded >1.51 people per room (and complete kitchen and plumbing): 666
- Substandard Housing: 454

Residents of Seminole County face housing cost burden as the most prevalent housing challenge. Table 7 indicates that the number of households experiencing housing cost burden and severe housing cost burden significantly surpasses all other housing-related issues. Among these, 2,325 households report having zero or negative income. While these households technically cannot be classified as cost-burdened due to the absence of income, they still require housing assistance. All households with zero or negative income fall within the 0-30% Area Median Income (AMI) category, comprising 1,260 renters and 1,065 homeowners.

Are any populations/household types more affected than others by these problems?

The data indicates that certain household types and income groups in Seminole County are more significantly impacted by housing problems, particularly renters with lower incomes. The most prevalent issue across all income groups is housing cost burden, with the most severe effects felt by households earning 0-30% of AMI. Among renters in this category, 4,385 households spend more than 50% of their income on housing, while 3,879 owner households face the same severe cost burden. Additionally, cost burden greater than 30% is particularly high among middle-to-low-income households (50-80% AMI), affecting 6,315 renter households and 4,630 owner households. These figures highlight the financial strain on households with limited incomes, particularly renters, who are disproportionately affected.

Overcrowding and severe overcrowding are also more common among renters than homeowners. A total of 1,322 renter households experience overcrowding (1.01-1.5 persons per room), compared to 383 owner households. Severe overcrowding (more than 1.51 persons per room) is even more pronounced, affecting 519 renter households but only 147 owner households. The most significant impact is seen among renters earning 50-80% AMI, where 680 households face overcrowding, indicating that even moderate-income renters struggle to secure adequate living space.

Substandard housing conditions (lacking complete plumbing or kitchen facilities) further impact renters more than homeowners. A total of 389 renter households live in substandard housing, compared to only 65 owner households. The highest concentration of substandard housing exists among renters earning 0-50% AMI, highlighting a critical need for housing rehabilitation and improvements in affordable rental units. Additionally, 1,260 renter households and 1,065 owner households report zero or negative income, making them the most financially vulnerable and at high risk of homelessness without continued housing assistance.

Overall, renters, particularly those earning 0-50% AMI, are the most affected by severe housing problems, including high housing cost burdens, overcrowding, and substandard living conditions. Even among middle-income renters, overcrowding remains a significant concern, indicating that affordability issues extend beyond the lowest income brackets. Meanwhile, households with zero or negative income face the highest risk of housing instability and require urgent intervention. These findings emphasize the need for affordable rental housing, rental assistance programs, subsidized homeownership opportunities, and housing rehabilitation efforts to improve housing conditions for the most vulnerable populations in Seminole County.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

In Seminole County, low-income individuals and families with children, particularly those classified as extremely low-income (earning less than 30% of the Area Median Income or AMI), face significant challenges that place them at imminent risk of homelessness. According to Seminole County's housing data, approximately 27% of households are cost-burdened, spending more than 30% of their income on housing, while a large subset is severely cost-burdened, spending over 50%. For extremely low-income households, this percentage is even more pronounced, with nearly 89% of households earning less than $20,000 annually experiencing housing cost burdens. These families often allocate the majority of their limited income to rent, leaving insufficient resources for basic needs such as food, healthcare, and transportation, making them vulnerable to eviction or displacement.

Employment instability is another significant factor contributing to housing insecurity. Many low-income families rely on low-wage jobs that offer inconsistent hours, making it difficult to maintain a steady income. Additionally, Seminole County faces a shortage of affordable housing units, which forces families into substandard, overcrowded living conditions that can further exacerbate their instability. In Seminole County's housing market, the demand for affordable units far exceeds supply, with many households placed on waitlists for public housing or rental assistance programs. Compounding this issue is limited access to support services such as affordable childcare, job training, and mental health care, which are critical for achieving long-term financial stability.

Formerly homeless families and individuals who are receiving rapid re-housing assistance and nearing the termination of that assistance also face significant challenges. These households need sustainable employment to afford housing independently once subsidies end, yet many lack the training or resources to secure higher-paying jobs. Affordable housing options are crucial during this transition, but the scarcity of affordable rental units can force families back into housing insecurity. Additionally, the availability of ongoing support services, such as case management, financial literacy programs, and employment counseling, plays a vital role in maintaining housing stability. Without this support, families are at a higher risk of returning to homelessness. Building community connections can also be important in preventing future housing crises, as informal networks often provide emotional and practical support during difficult times.

In summary, addressing the needs of low-income and formerly homeless families in Seminole County requires a multifaceted approach. This includes increasing the supply of affordable housing, expanding supportive services, and improving access to economic opportunities. Providing targeted interventions for households nearing the end of rapid re-housing assistance is essential to breaking the cycle of homelessness and ensuring long-term housing stability.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Seminole County does not provide estimates of at-risk populations and, therefore, does not have a methodology for this.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing instability and an increased risk of homelessness are often linked to specific housing characteristics. One of the most significant factors is housing cost burden, where households spend more than 30% of their income on housing costs, and severe cost burden, where more than 50% of income is allocated to housing. These financial pressures leave little room for other essential expenses, such as food, healthcare, and transportation, making eviction or displacement more likely. Substandard housing conditions, such as structural deficiencies, mold, inadequate heating or cooling, and electrical or plumbing issues, also contribute to instability, as units can become uninhabitable or condemned. Overcrowding, where more individuals live in a home than is suitable for its size, can lead to health concerns and conflicts, prompting households to seek alternative arrangements.

A lack of affordable housing exacerbates the issue, as low-income households struggle to find stable, long-term housing options within their budget. Households with eviction histories or poor credit may face additional barriers when seeking new housing, perpetuating a cycle of instability. Fixed-income households, such as those relying on Social Security or disability benefits, are particularly vulnerable to rising rents and property taxes, which can outpace their ability to pay and lead to displacement. Survivors of domestic violence are also at heightened risk, as fleeing unsafe situations often leaves them without secure housing options.

Additionally, inadequate access to supportive housing services, such as units designed for seniors or individuals with disabilities, can lead to instability for populations with specific needs. High turnover in rental markets, driven by rent hikes, buyouts, or "renovictions," further contributes to displacement. Lastly, the absence of transitional and permanent supportive

housing options, including case management and other resources, can hinder at-risk households from maintaining long-term housing stability. Addressing these interconnected housing challenges is crucial to preventing homelessness and promoting secure, affordable living conditions.

Discussion

Investing in affordable housing in Seminole County will help residents prevent homelessness and improve housing conditions, fostering long-term housing stability. This investment may involve the development of new units, rehabilitation of existing properties, and the provision of housing subsidies. Since permanent housing is the key solution to homelessness, it is essential to increase opportunities for low- and moderate-income (LMI) households to access affordable and available housing units. Additionally, providing financial assistance when needed is crucial to help residents maintain housing stability and avoid displacement.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section of the Plan provides an assessment of housing needs for each racial and ethnic group that demonstrates a disproportionately greater need compared to the overall need within the same income category. According to HUD regulations, a disproportionately greater need exists when members of a racial or ethnic group at a specific income level experience housing problems—such as housing cost burden, substandard living conditions, or overcrowding—at a rate that exceeds the average for that income level by 10 percentage points or more. The four income categories analyzed are:

- Extremely Low-Income (ELI) Households: 0%–30% of Area Median Income (AMI)
- Very Low-Income (VLI) Households: 30%–50% of AMI
- Low-Income (LI) Households: 50%–80% of AMI
- Moderate-Income (MI) Households: 80%–100% of AMI

This evaluation aims to identify disparities and inform targeted strategies to address housing challenges vulnerable populations face.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	9,980	3,404	0
White	5,915	2,029	0
Black / African American	1,035	544	0
Asian	217	139	0
American Indian, Alaska Native	70	30	0
Pacific Islander	0	0	0
Hispanic	2,490	624	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,274	3,364	0
White	6,885	2,479	0
Black / African American	1,479	325	0
Asian	375	69	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	3,365	478	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	15,420	10,200	0
White	7,809	7,090	0
Black / African American	2,125	850	0
Asian	454	338	0
American Indian, Alaska Native	0	40	0
Pacific Islander	15	4	0
Hispanic	4,300	1,789	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,850	10,485	0
White	3,115	6,980	0
Black / African American	500	774	0
Asian	79	390	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,085	2,115	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Extremely Low-Income Households (<30% AMI)

Across the jurisdiction, 9,980 households experience one or more of these issues, while 3,404 households report no housing problems. Notably, households with zero or negative income do not report additional housing problems, though they still face significant economic hardship due to their income status.

When broken down by race and ethnicity, white households represent the largest share of those experiencing housing problems, with 5,915 affected households, while 2,029 report none. Black/African American households show 1,035 households with at least one housing problem, while 544 do not face any. Among Asian households, 217 households experience housing problems, compared to 139 without. American Indian or Alaska Native households have 70 experiencing housing issues, while 30 do not. Pacific Islander households report no housing data, suggesting a very small population or insufficient reporting. Hispanic households

make up a significant portion, with 2,490 experiencing housing problems, while 624 do not face these issues.

The data highlights significant disparities in housing challenges among different racial and ethnic groups. While white and Hispanic households represent the largest numbers of affected households in absolute terms, Black/African American and other minority households may be disproportionately affected relative to their population size. These findings underscore the need for targeted housing interventions, particularly for racial and ethnic groups facing higher rates of housing instability, cost burdens, and substandard living conditions. Addressing these disparities through affordable housing programs, rental assistance, and housing rehabilitation efforts is crucial to promoting housing stability across all communities in Seminole County.

Very Low-Income Households (30%-50% AMI)

Across the jurisdiction, 12,274 households experience at least one of these housing challenges, while 3,364 households report no such issues. Notably, households with zero or negative income do not report additional housing problems, although their financial vulnerability remains significant.

When broken down by race and ethnicity, white households make up the largest group affected by housing problems, with 6,885 households experiencing issues, while 2,479 households report no problems. Black/African American households show 1,479 with housing problems, while 325 households report none. Among Asian households, 375 experience at least one housing issue, while 69 households do not. American Indian or Alaska Native households report 4 households with housing problems and none without, while Pacific Islander households have no reported data. Hispanic households represent a significant portion of those affected, with 3,365 experiencing housing problems, while **478 report none.

The data highlights that white and Hispanic households account for the largest number of housing problems in absolute terms. However, when considering proportions relative to population size, Black/African American households and some minority groups appear disproportionately affected. This suggests a need for targeted housing support, particularly for racial and ethnic groups that experience higher rates of cost burdens, overcrowding, and inadequate housing conditions. Addressing these disparities through affordable housing initiatives, rental assistance programs, and housing rehabilitation efforts is crucial for improving housing stability and equity across Seminole County.

Low-Income Households (50%-80% AMI)

Across the jurisdiction, 15,420 households experience at least one housing problem, while 10,200 households report no housing issues. Notably, no households with zero or negative income are recorded as experiencing these specific housing problems, though they remain financially vulnerable due to their income status.

When broken down by race and ethnicity, white households account for 7,809 households with housing problems, while 7,090 households report no issues, indicating a relatively balanced distribution. Black/African American households show 2,125 experiencing housing problems, while 850 households do not, highlighting a disproportionately higher rate of housing challenges compared to their overall population size. Asian households report 454 with housing problems and 338 without, while American Indian or Alaska Native households show 0 with housing problems and 40 without, suggesting a small population size within the county. Pacific Islander households report 15 households with housing problems and 4 without, indicating another small population group. Hispanic households, however, face a significant impact, with 4,300 households experiencing housing problems, while 1,789 report no issues, making them one of the most affected demographic groups.

The data reveals that while white households have the highest total number of housing problems, Black/African American and Hispanic households appear disproportionately affected relative to their population size. This underscores the need for focused interventions to address housing disparities, particularly for minority populations facing greater housing instability. Expanding affordable housing programs, rental assistance initiatives, and housing rehabilitation efforts will be essential to improving housing conditions and stability for vulnerable communities in Seminole County.

Moderate Income Households (80%-100% AMI)

Across the jurisdiction, 4,850 households experience at least one housing problem, while 10,485 households report no such issues. Notably, no households with zero or negative income are recorded as having any of the identified housing problems, though they remain economically vulnerable due to a lack of income.

When broken down by race and ethnicity, white households make up the largest share of affected households, with 3,115 experiencing housing problems, while 6,980 report none. Black/African American households show 500 households with housing problems and 774 without, highlighting a smaller but potentially more impacted group relative to their overall population. Asian households account for 79 experiencing housing problems and 390 without.

American Indian or Alaska Native and Pacific Islander households show no reported data, indicating minimal or no representation in the dataset. Hispanic households represent a significant portion of those affected, with 1,085 experiencing housing problems, while 2,115 report no such issues.

The data reveals that while white households make up the majority of those experiencing housing problems in absolute numbers, Hispanic households also represent a significant share of the affected population. Though smaller in number, Black/African American and Asian households may face disproportionate challenges relative to their community size. This emphasizes the need for targeted housing interventions and support programs to address housing disparities and promote stability among vulnerable groups in Seminole County.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section of the Plan assesses the housing needs of each racial and ethnic group that demonstrates a disproportionately greater need compared to the overall needs within the same income category. According to HUD regulations, a disproportionately greater need occurs when members of a racial or ethnic group at a specific income level experience severe housing problems—such as severe housing cost burden, substandard housing conditions, or overcrowding (defined as more than 1.5 persons per room)—at a rate that exceeds the average for that income level by 10 percentage points or more.

The analysis focuses on four income categories:

- Extremely Low-Income (ELI) Households: 0%–30% of Area Median Income (AMI)
- Very Low-Income (VLI) Households: 30%–50% of AMI
- Low-Income (LI) Households: 50%–80% of AMI
- Moderate-Income (MI) Households: 80%–100% of AMI

This evaluation aims to identify disparities and inform targeted strategies to address housing challenges faced by vulnerable populations.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,759	4,609	0
White	5,140	2,784	0
Black / African American	855	719	0
Asian	213	143	0
American Indian, Alaska Native	40	60	0
Pacific Islander	0	0	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	2,270	848	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,938	7,719	0
White	4,330	5,059	0
Black / African American	944	865	0
Asian	290	164	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,239	1,609	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,479	21,150	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	2,124	12,785	0
Black / African American	780	2,180	0
Asian	240	556	0
American Indian, Alaska Native	0	40	0
Pacific Islander	15	4	0
Hispanic	999	5,079	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	789	14,540	0
White	235	9,875	0
Black / African American	300	979	0
Asian	19	450	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	228	2,980	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

Extremely Low-Income Households (<30% AMI)

Across the jurisdiction, 8,759 households experience one or more severe housing problems, while 4,609 households report no such issues. Notably, no households with zero or negative income are recorded as experiencing severe housing problems, though they remain financially vulnerable due to their income status alone.

When examining the data by race and ethnicity, white households make up the largest group affected by severe housing problems, with 5,140 households experiencing issues, while 2,784 households report no problems. Black/African American households account for 855 with severe housing problems, while 719 report none. Among Asian households, 213 experience severe housing problems, while 143 do not. American Indian or Alaska Native households show 40 with severe housing problems and 60 without. Pacific Islander households have no reported data, indicating either minimal representation or insufficient reporting. Hispanic households represent a significant portion of those affected, with 2,270 experiencing severe housing problems, while 848 report none.

The data indicates that while white households have the highest absolute number of severe housing problems, Black/African American and Hispanic households appear disproportionately affected relative to their population size. This suggests a pressing need for targeted interventions, such as affordable housing initiatives, rental assistance programs, and housing rehabilitation efforts, to address these disparities and improve housing stability for vulnerable communities in Seminole County.

Very Low-Income Households (30%-50% AMI)

Across the jurisdiction, 7,938 households experience at least one severe housing problem, while 7,719 households report no such issues. No households with zero or negative income are listed as experiencing severe housing problems, though they remain financially vulnerable due to the absence of income.

When analyzed by race and ethnicity, white households have the highest number of severe housing problems, with 4,330 affected households, while 5,059 households report no issues. Black/African American households account for 944 experiencing severe housing problems, while 865 households do not. Among Asian households, 290 face severe housing challenges, while 164 do not. American Indian or Alaska Native households report 4 households with severe housing problems and none without, indicating a small sample size. Pacific Islander households have no recorded data, suggesting either minimal representation or insufficient

reporting. Hispanic households are significantly affected, with 2,239 households experiencing severe housing problems, while 1,609 households report no issues.

The data shows that while white households represent the largest share of those experiencing severe housing problems in absolute numbers, Black/African American and Hispanic households account for a significant proportion relative to their overall population size. This suggests that minority populations, particularly Hispanic and Black households, may face disproportionately higher rates of severe housing challenges. These findings emphasize the need for targeted housing policies, rental assistance programs, and affordable housing initiatives to address these disparities and promote housing stability across all racial and ethnic groups in Seminole County.

Low-Income Households (50%-80% AMI)

Across the jurisdiction, 4,479 households experience at least one severe housing problem, while 21,150 households report none of these issues. No households with zero or negative income are recorded as having additional housing problems, though they remain economically vulnerable due to the absence of income.

When broken down by race and ethnicity, white households account for 2,124 with severe housing problems, while 12,785 households report no such issues, indicating a relatively low proportion of affected households relative to their overall population. Black/African American households report 780 experiencing severe housing problems, while 2,180 households do not, suggesting a higher rate of severe housing challenges relative to their total population. Asian households show 240 with severe housing problems and 556 without. American Indian or Alaska Native households report 0 households with severe housing problems and 40 without, indicating a small sample size. Pacific Islander households report 15 experiencing severe housing problems and 4 without, suggesting a minimal population size or limited reporting. Hispanic households account for 999 households with severe housing problems, while 5,079 households report no issues, highlighting a significant portion of affected households within this group.

The data indicates that while white households have the highest raw number of severe housing problems, minority groups, particularly Black/African American and Hispanic households, are disproportionately impacted relative to their population size. This underscores the importance of targeted housing programs, rental assistance initiatives, and affordable housing policies to address these disparities and improve housing stability for vulnerable households in Seminole County.

Moderate Income Households (80%-100% AMI)

Across the jurisdiction, 789 households experience at least one severe housing problem, while 14,540 households report none of these issues. No households with zero or negative income are recorded as experiencing additional housing problems, though they remain financially vulnerable due to a lack of income.

When broken down by race and ethnicity, white households account for 235 with severe housing problems, while 9,875 households report none, indicating that only a small portion of white households face severe housing issues relative to their total population. Black/African American households show 300 experiencing severe housing problems, while 979 households report none, suggesting a higher rate of housing challenges within this group. Asian households report 19 experiencing severe housing problems, while 450 households do not. American Indian or Alaska Native and Pacific Islander households report zero households in both categories, indicating minimal or no representation in this dataset. Hispanic households account for 228 experiencing severe housing problems, while 2,980 report none, reflecting a substantial portion of affected households within the Hispanic community.

Although white households represent the largest total number of households, Black/African American and Hispanic households experience severe housing problems at disproportionately higher rates relative to their overall population size. This highlights the need for targeted interventions, such as affordable housing programs, rental assistance, and housing rehabilitation initiatives, to address the disproportionate housing challenges faced by minority groups in Seminole County.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

A disproportionately greater housing cost burden occurs when members of a racial or ethnic group at a specific income level experience a housing cost burden or severe housing cost burden at a rate that exceeds the jurisdiction's overall rate by 10 percentage points or more. The table below presents the cost burden rates for each racial and ethnic group, followed by a discussion highlighting any households identified as disproportionately cost-burdened.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	108,288	24,975	20,187	2,430
White	77,688	14,865	11,435	1,365
Black / African American	7,319	2,529	2,410	465
Asian	4,370	693	627	109
American Indian, Alaska Native	205	30	44	0
Pacific Islander	46	0	0	0
Hispanic	16,529	6,244	4,980	475

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

The table provides an overview of housing cost burden in Seminole County, categorizing households based on the percentage of income spent on housing. Households spending 30% or less of their income on housing are considered not cost-burdened, those spending 30-50% are cost-burdened, and households spending more than 50% of their income on housing are classified as severely cost-burdened. Households with no or negative income are listed separately, as their cost burden cannot be calculated in the traditional sense.

Across the jurisdiction, 108,288 households spend 30% or less of their income on housing, indicating no cost burden, while 24,975 households are cost-burdened, and 20,187 households

experience severe cost burden. Additionally, 2,430 households report no or negative income, making them economically vulnerable despite not having a calculable cost burden.

When broken down by race and ethnicity, white households make up the largest group across all categories, with 77,688 not cost-burdened, 14,865 cost-burdened, and 11,435 severely cost-burdened. Black/African American households account for 7,319 not cost-burdened, 2,529 cost-burdened, and 2,410 severely cost-burdened households, indicating a significant portion of this population struggles with housing affordability. Asian households report 4,370 not cost-burdened, 693 cost-burdened, and 627 severely cost-burdened, showing a relatively smaller but notable level of housing stress. American Indian or Alaska Native households have a small representation, with 205 not cost-burdened, 30 cost-burdened, and 44 severely cost-burdened households. Pacific Islander households report minimal data, with 46 not cost-burdened and no cost-burdened or severely cost-burdened households reported. Hispanic households account for 16,529 not cost-burdened, 6,244 cost-burdened, and 4,980 severely cost-burdened households, highlighting a substantial share of this population facing affordability challenges.

The data shows that white households represent the largest share of each category due to their larger population size. However, Black/African American and Hispanic households have a disproportionately higher share of cost-burdened and severely cost-burdened households relative to their total population. This suggests that these minority groups are experiencing significant housing affordability challenges. Additionally, the presence of 2,430 households with no or negative income further underscores the economic vulnerability in Seminole County. These findings emphasize the need for housing assistance programs, rental subsidies, and policies aimed at addressing cost burdens and improving housing stability for at-risk populations.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Based on the previous tables provided, there are racial and ethnic groups within specific income categories that exhibit a disproportionately greater need compared to the overall needs of that income category. A disproportionately greater need is present when a racial or ethnic group at a given income level experiences housing problems, such as cost burden, overcrowding, or substandard housing, at a rate at least 10 percentage points higher than the income category's overall rate.

Among extremely low-income households, Black/African American and Hispanic households show a disproportionately higher rate of severe housing cost burden, overcrowding, and substandard housing conditions compared to the overall 0-30% AMI population. Additionally, a significant portion of households with zero or negative income falls within these racial and ethnic groups, further highlighting their extreme financial vulnerability. In the very low-income category, Black/African American households exhibit higher-than-average cost burden rates and are more likely to experience severe housing problems than their counterparts. Similarly, Hispanic households in this income range face high rates of cost burden and overcrowding, indicating a lack of affordable housing options that meet their needs.

For low-income households, Hispanic households continue to experience higher overcrowding rates, particularly among renters, compared to the overall population in this income category. Black/African American households also show greater cost burden rates, suggesting that affordability remains a significant challenge even as incomes increase. At the moderate-income level, Black/African American and Hispanic households still exhibit higher housing cost burden rates, particularly among renters, highlighting persistent affordability challenges even at higher income levels.

The data indicates that Black/African American and Hispanic households earning 0-50% AMI are disproportionately affected by severe housing problems, while Hispanic households also experience high rates of overcrowding at the 50-80% AMI level. This suggests a strong need for targeted housing assistance programs, rental subsidies, and affordable housing development that specifically address the challenges faced by these minority groups. Furthermore, the high rates of cost burden among Black/African American and Hispanic households in the moderate-income category suggest that affordability concerns persist even as household incomes rise. Expanding homeownership assistance programs, down payment support, and access to

affordable rental units would help alleviate these challenges and promote greater housing stability for these vulnerable populations.

If they have needs not identified above, what are those needs?

In addition to affordability, overcrowding, and substandard housing, Black/African American and Hispanic households in Seminole County, particularly those in lower income brackets, face broader, systemic housing challenges. These include limited access to homeownership due to low credit, lack of generational wealth, and discriminatory lending practices, even among moderate-income families. Many also face displacement from rising rents and redevelopment, compounded by a lack of tenant protections and affordable units in high-opportunity areas. Rental discrimination, especially against voucher holders, further limits housing stability for minority households. Access to transit, jobs, and essential services is often inadequate in the areas where affordable housing is located, while aging populations lack accessible, senior-friendly units. Hispanic households, especially those with language barriers, also face challenges navigating housing programs. Economic instability caused by underemployment and limited access to better jobs adds to housing insecurity. Addressing these multifaceted needs requires coordinated strategies, including affordable housing development, anti-displacement measures, rental protections, transit investments, homeownership support, culturally competent outreach, and workforce development tailored to minority communities.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Yes, in Seminole County, certain racial and ethnic groups are more concentrated in specific areas or neighborhoods. While White residents constitute the majority across the county, comprising approximately 60.1% of the population, their presence is notably higher in the eastern regions. Conversely, Hispanic communities, accounting for about 21.5% of the county's population, are predominantly situated in the southwestern parts of Seminole County.

These demographic patterns highlight that certain racial and ethnic groups in Seminole County tend to reside in specific neighborhoods or regions, reflecting a distribution that may influence community dynamics and access to resources.

NA-35 Public Housing – 91.205(b)

Introduction

This section examines public housing needs in Seminole County by analyzing the availability and types of public housing units and rental assistance vouchers allocated to households in need. Public housing refers to government-owned rental properties managed by public housing authorities (PHAs) to provide safe and affordable housing for eligible low-income families, seniors, and individuals with disabilities.

Seminole County's jurisdiction encompasses two housing authorities: Seminole County and Sanford. Seminole County manages public housing units and administers the Housing Choice Voucher Program for eligible residents needing affordable housing. The Orlando Housing Authority manages the Sanford Housing Authority's day-to-day operations. By 2013, all Sanford Housing Authority public housing residents were relocated to private housing using housing choice vouchers. Sanford Housing Authority does not have a Housing Choice Voucher program, nor does it have a waitlist.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	30	429	0	429 – Seminole County 400- Port Ins	64	12	89

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: Seminole County Housing Authority

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	27,123	23,095	0	23,095	17,958	13,606
Average length of stay	0	0	8	11.4	0	11.4	4.1	2.12
Average Household size	0	0	2.8	2.2	0	2.2	1.36	2.75
# Homeless at admission	0	0	2	13	0	13	55	22
# of Elderly Program Participants (>62)	0	0	7	207	0	207	34	0
# of Disabled Families	0	0	0	267	0	267	0	0
# of Families requesting accessibility features	0	0	0	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: Seminole County Housing Authority

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	15	349	0	349	32	0	33
Black/African American	0	0	15	381	0	381	26	0	54
Asian	0	0	0	3	0	3	0	0	0
American Indian/Alaska Native	0	0	0	3	0	3	0	0	0
Pacific Islander	0	0	0	3	0	3	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: Seminole County Housing Authority

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	267	0	267	5	2	22
Not Hispanic	0	0	0	583	0	583	54	7	65

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: Seminole County Housing Authority

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are currently no public housing tenants or applicants on the waiting list requesting accessible units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Residents of public housing and Housing Choice Voucher (HCV) holders face several immediate needs that are essential for maintaining stable and secure housing. One of the most pressing challenges is access to affordable housing units, as many individuals struggle to find available housing that meets their needs, leading to prolonged housing instability. Even for those already housed, timely maintenance and repairs remain a critical issue, as ensuring that public housing units are well-maintained is essential for providing safe and livable conditions. Additionally, supportive services, such as employment assistance, healthcare, and childcare, are vital for residents to achieve self-sufficiency and improve their overall quality of life.

HCV holders also face discrimination from landlords, many of whom refuse to accept vouchers, severely limiting housing options and making it difficult for voucher recipients to secure stable housing. Furthermore, the stability of funding and program administration plays a crucial role in the effectiveness of public housing and voucher programs. Inconsistent funding or inefficient program management can create uncertainty, disrupt assistance, and increase the risk of housing loss for residents. Addressing these challenges requires a comprehensive approach, including expanding the availability of affordable housing, ensuring prompt maintenance and repairs, enforcing anti-discrimination protections for voucher holders, and securing stable funding to support housing programs effectively.

How do these needs compare to the housing needs of the population at large

Residents of public housing and Housing Choice Voucher (HCV) holders in Seminole County face specific challenges that, while overlapping with those of the general population, are often more acute due to their economic circumstances. Both groups struggle with the limited availability of affordable housing, a concern echoed across the county. However, for public housing residents and HCV holders, this issue is intensified by their reliance on subsidized housing options, which are in short supply.

The cost burden of housing is a significant issue for many county residents. Approximately 30% of homeowners in Seminole County spend more than 30% of their income on housing costs, classifying them as housing cost-burdened. While specific data on cost burdens for public

housing residents and HCV holders is limited, it is reasonable to infer that, without assistance, these populations would face even greater financial strain.☐

Supportive services such as job training, affordable childcare, and financial counseling are vital for public housing residents and HCV holders to achieve self-sufficiency. These services address barriers that are more pronounced within these groups due to limited resources and opportunities. While the broader population may also benefit from such services, the need is particularly acute among subsidized housing recipients.☐

Discrimination poses an additional hurdle for HCV holders, as some landlords are reluctant to accept housing vouchers, thereby limiting their housing options. This issue is less prevalent among the general population, who are not reliant on such assistance programs.

In summary, while the general population of Seminole County faces challenges related to affordable housing and cost burdens, residents of public housing and HCV holders experience these issues more intensely. Their reliance on limited subsidized housing, coupled with the necessity for supportive services and the potential for discrimination, underscores the need for targeted interventions to address their unique housing needs.

Discussion

Public housing residents in Seminole County face a range of housing and supportive housing needs to ensure stability and improve their quality of life. Affordable housing availability remains a primary concern, as demand for public housing units exceeds supply, leading to long waiting periods. Many residents also require timely maintenance and repairs to address aging infrastructure and ensure safe living conditions.

Beyond housing, residents need supportive services such as job training, childcare, healthcare access, and financial literacy programs to achieve self-sufficiency. Transportation access is another critical need, as affordable housing is often located away from major employment centers and essential services. Additionally, seniors and individuals with disabilities require accessible units and in-home support services to maintain independent living. Addressing these needs requires a comprehensive approach, combining increased affordable housing options, enhanced tenant services, and stronger community support programs to help residents achieve long-term stability.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness is a particularly troublesome and complex issue that plagues communities across the nation. Often, persons experiencing homelessness face multiple and overlapping challenges, which present real challenges to local jurisdictions, social service providers, and Continuums of Care (CoC) working to address homelessness. This reality is no different in Seminole County. Beyond persistent challenges in addressing the varied needs of individuals, the region faces an increasingly expensive housing market. The economic realities of the housing market at the time this plan was written impose constant pressure on the supply of housing, particularly for those most vulnerable to homelessness.

The Stewart B. McKinney Homeless Assistance Act defines the 'homeless' or 'homeless individual' or 'homeless person' as an individual who lacks a fixed, regular, and adequate night-time residence; and who has a primary night-time residence that is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The Central Florida Commission on Homelessness Continuum of Care is responsible for executing the housing crisis response system within Seminole County. The Homeless Services Network (HSN) of Central Florida, serving as the Lead Agency, oversees daily facilitation, financial accountability, and operational management in developing a tri-county homelessness response system. Working alongside a network of direct service providers, HSN collaborates with the Central Florida Commission on Homelessness as the Collaborative Applicant, ensuring that strategies are effectively implemented to meet the needs of individuals experiencing homelessness in the region.

The Central Florida Commission on Homelessness Continuum of Care is also responsible for coordinating the annual point-in-time (PIT) count. The PIT Count estimates the number of homeless individuals and families in the CoC region on a given night, typically held in January.

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	77	0				
Persons in Households with Only Children	0	0				
Persons in Households with Only Adults	180	163				
Chronically Homeless Individuals	48	88				
Chronically Homeless Families	N/A	N/A				
Veterans	20	7				
Unaccompanied Child	16	13				
Persons with HIV	19	0				
Total	257	163	5,396	4,564	42%	105 Average

Data Source: Seminole County Point-In-Time, System Performance Measures the CoC region.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The 2023 System Performance Measures (SPM) data for FL-507 (CoC) accounts for the entire region. During 2023, the average length of time homeless enrolled in Emergency Shelter, Safe Haven, and Transitional Housing increased slightly from 103 days in 2022 to 105 days in 2023,

an increase of 2%. Persons experiencing homelessness for the first time increased by 6%, from 4,031 people to 4,271 people when including the number of people who have not accessed the crisis response system prior to enrolling in Emergency Shelter, Transitional Housing, or Permanent Housing. The CoC reported that 45% exited from Emergency Shelter, Transitional Housing, Safe havens, and Rapid Rehousing to Permanent Housing in 2023, whereas only 43% exited in 2022. Additionally, persons in Permanent Supportive Housing and other permanent housing retained or exited to permanent housing at a 97% success rate. Data is not available to analyze the length of time homeless or persons entering and exiting the system for each population.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
Black or African American	120	62
White	109	95
Asian	0	1
American Indian or Alaska Native	1	0
Pacific Islander	0	1
Multiple Races	14	3
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	47	22
Non-Hispanic	204	160

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The CoC identified 439 persons experiencing homelessness in the Seminole County CoC jurisdiction. Of that total, 257 persons were sheltered homeless and 182 persons were unsheltered at the time of Count. Among the sheltered population, 217 were located at an Emergency Shelter (ES) and 40 were in Transitional Housing (TH).

The 2024 Point in Time (PIT) Count revealed there were 80 households with at least one adult and one child. Of those persons, 77 were experiencing sheltered homelessness, while 3 were unsheltered. Among persons in households with one adult and one child, there were 48 children under the age of 18 residing in ES and none were unsheltered during the PIT Count. Within the same category, persons aged 18 to 24, 2 individuals were sheltered at ES and none in an unsheltered location. Persons over the age of 24 in households with at least one adult and one child totaled 27 persons in ES, and none remained unsheltered at the time of the count. There were no households identified as being composed of only children.

At the time of this report, there were 29 homeless veterans. Eighteen (18) veterans were staying at the ES, there were 2 in TH, and 9 veterans remained unsheltered.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The nature and extent of homelessness in Seminole County varies significantly across racial and ethnic groups, with Black or African American individuals and White individuals, including those of Hispanic/Latino origin, representing the largest share of the homeless population. Black or African American individuals experience the highest rates of homelessness, with 174 individuals in emergency shelters, 62 in transitional housing, and a total of 236 individuals experiencing homelessness. Additionally, Black or African American individuals identifying as Hispanic/Latino account for 7 in emergency shelters, 1 in transitional housing, and a total of 8 individuals, highlighting the disproportionate impact of homelessness on this racial group.

White individuals, including those of Hispanic/Latino origin, also experience significant levels of homelessness. Among non-Hispanic White individuals, 71 are in emergency shelters, 12 in transitional housing, totaling 176 individuals experiencing homelessness. For White individuals who identify as Hispanic/Latino, 21 are in emergency shelters, 5 in transitional housing, bringing the total to 28 individuals. Similarly, Hispanic/Latino individuals not categorized under another race account for 12 in emergency shelters, 0 in transitional housing, with a total of 31 individuals experiencing homelessness.

Multi-racial individuals, including those of Hispanic/Latino origin, represent a smaller yet notable portion of the homeless population, with 7 individuals in emergency shelters and 0 in transitional housing, totaling 8 individuals. Non-Hispanic multi-racial individuals account for 7 in emergency shelters, 0 in transitional housing, totaling 9 individuals experiencing homelessness. Other racial and ethnic groups, such as Asian, Indigenous, Middle Eastern/North African, and Pacific Islander individuals, report minimal cases of homelessness. For example, Native Hawaiian or Pacific Islander individuals total 1 in transitional housing and 1 in emergency shelters, while Asian or Asian American individuals total 1 in emergency shelters.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2024 Point-in-Time Count for Seminole County provides a comprehensive overview of the extent and nature of homelessness, highlighting disparities between sheltered and unsheltered populations across different demographics. The total number of individuals experiencing homelessness in Seminole County is 439, with 379 in emergency shelters or transitional housing and 182 living unsheltered.

The sheltered homeless population (those in emergency shelters or transitional housing) accounts for 379 individuals, while 182 individuals remain unsheltered, living in public spaces, vehicles, or other uninhabitable locations. Among those in shelters, 217 are adults and children in emergency housing, and 40 are in transitional housing.

Households without children make up the largest share of both sheltered and unsheltered homeless individuals. This group includes 352 individuals in shelters (140 in emergency shelters and 40 in transitional housing) and 173 unsheltered individuals. The data suggests that most individuals experiencing homelessness in Seminole County are single adults or unaccompanied individuals rather than families.

Households with children represent a smaller portion of the total homeless population, with only 77 individuals in shelters, all in emergency housing, and three unsheltered individuals. This indicates that families with children are more likely to access emergency shelter services than remain unsheltered.

The homeless population is disproportionately male, with 133 men and 84 women in emergency shelters, compared to 120 unsheltered men and 60 unsheltered women.

Among racial and ethnic groups, Black or African American individuals experience the highest rate of homelessness, with 174 sheltered individuals and 62 unsheltered individuals, followed by White individuals (176 sheltered and 93 unsheltered). Hispanic/Latino individuals also represent a significant portion, accounting for 31 sheltered and 19 unsheltered individuals. Smaller racial groups, such as Native Hawaiian/Pacific Islander, Asian, and Indigenous individuals, report minimal cases of homelessness.

Chronic homelessness remains a significant issue, with 147 individuals identified as chronically homeless. Additionally, vulnerable subpopulations, including those with serious mental illness (100 individuals), substance use disorders (79 individuals), and victims of domestic violence (60 individuals), highlight the complex needs of this population.

Discussion:

The data underscores the disproportionate impact of homelessness on Black or African American individuals, followed by White individuals and Hispanic/Latino subgroups. The presence of Hispanic/Latino individuals across multiple racial categories suggests that homelessness among this ethnic group may be underreported when categorized solely by race. Multi-racial individuals also experience notable, though smaller-scale, housing instability. Addressing these disparities requires targeted prevention efforts, particularly for Black or African American and White populations, along with culturally competent outreach programs

to assist Hispanic/Latino and multi-racial individuals. Expanding transitional housing options could reduce reliance on emergency shelters and provide long-term stability. Additionally, further research on smaller racial groups (e.g., Indigenous, Middle Eastern, Asian, and Pacific Islander populations) is needed to identify gaps in services and address potential underreporting. A data-driven, targeted approach to homelessness prevention, emergency assistance, and transitional housing programs is essential to support the most affected racial and ethnic groups in Seminole County.

The disproportionate representation of Black and White individuals in the homeless population calls for targeted outreach and support services, while the prevalence of mental illness and substance use disorders underscores the need for integrated healthcare and housing solutions.

Expanding rapid rehousing programs, permanent supportive housing, and mental health services, along with increased rental assistance and eviction prevention efforts, can help address homelessness in Seminole County. Addressing these challenges requires a collaborative, multi-agency approach to ensure all individuals have access to stable, long-term housing solutions.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section explores the characteristics and needs of vulnerable subpopulations in Seminole County who are not necessarily homeless but may require supportive services to maintain stability. These groups include the elderly, individuals with disabilities (mental, physical, and developmental), people living with HIV/AIDS and their families, individuals struggling with substance abuse, victims of domestic violence, and public housing residents.

Many members of these populations face additional challenges that affect their ability to live independently, communicate effectively, access transportation, receive adequate supervision, and obtain necessary medical care. Addressing these challenges requires targeted support services that promote self-sufficiency, safety, and an improved quality of life for both these individuals and their families.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly – The elderly population, defined as individuals aged 65 and older, comprises a significant portion of the community. As of the latest estimates, approximately 16.31% of the county's residents fall into this age group. This demographic is projected to grow in the coming years, reflecting broader state and national trends.

Within this cohort, the frail elderly, typically characterized as individuals aged 85 and older who often experience more pronounced health challenges, represent a smaller yet notable segment. In Seminole County, individuals aged 85 and above constitute approximately 1.95% of the total population. This group is particularly susceptible to chronic illnesses, mobility limitations, and cognitive impairments, necessitating increased medical care and support services.

The aging population in Seminole County underscores the importance of tailored healthcare services, accessible housing options, and community programs designed to support the unique needs of both the elderly and frail elderly residents.

People with Mental, Physical, and/or Developmental Disabilities – In Seminole County, individuals with disabilities make up a significant portion of the population, facing various challenges that impact their daily lives. Approximately 8.0% of residents under the age of 65 have a disability, highlighting the need for accessible services and support. Disabilities in the county vary, including ambulatory difficulties (serious difficulty walking or climbing stairs), cognitive impairments (challenges in concentrating, remembering, or making decisions), hearing and vision difficulties, self-care limitations (difficulty performing daily personal care

tasks), and independent living challenges (inability to run errands alone, such as visiting a doctor or shopping).

Among students aged 6-21 with disabilities, 42% are White, 21% are Black, 31% are Hispanic, 2% are Asian, and 4% identify as two or more races, showing that disability affects a diverse demographic across the county. Economic and employment challenges are also prevalent, as individuals with disabilities face lower employment rates and higher poverty levels, often due to limited job opportunities and increased medical expenses.

To better support residents with disabilities, Seminole County requires a comprehensive approach that includes accessible healthcare services, tailored educational programs, employment training and job placement initiatives, and improved community integration through inclusive public spaces and activities. Expanding resources in these areas will help improve the quality of life, independence, and social participation of individuals with mental, physical, and developmental disabilities, fostering a more inclusive and supportive community.

Persons with Alcohol or other Drug Addiction – In Seminole County, individuals struggling with alcohol or other drug addictions come from diverse backgrounds, encompassing various ages, genders, and socioeconomic statuses. Substance use disorders affect a broad spectrum of the community, highlighting the need for comprehensive prevention and intervention strategies.

According to the 2022 Florida Youth Substance Abuse Survey, substance use among middle and high school students in Seminole County presents notable trends. For instance, the survey indicates that 14% of high school students reported past-30-day alcohol use, while 7% reported past-30-day marijuana use. These figures underscore the importance of targeted prevention efforts within the youth demographic. The survey also identified several risk factors prevalent among Seminole County youth, including laws and norms favorable to drug use, perceived availability of drugs, poor family management, and lack of commitment to school. These factors can contribute to the initiation and continuation of substance use among adolescents.

Locally, Seminole County has experienced significant challenges related to drug overdoses. In 2020, there were 71 overdose deaths, which increased to 95 in 2021 and 2022. This trend highlights the ongoing impact of substance use disorders within the community.

In summary, substance use disorders in Seminole County affect a wide range of individuals, from adolescents experimenting with alcohol and marijuana to adults facing life-threatening addictions. Addressing these challenges requires a multifaceted approach, including prevention programs targeting youth, accessible treatment options for adults, and community-wide efforts to mitigate risk factors associated with substance abuse.

Persons with HIV/AIDS and their Families – Individuals living with HIV/AIDS and their families represent a diverse demographic, reflecting various ages, genders, ethnicities, and socioeconomic backgrounds. As of 2022, Seminole County reported a cumulative total of 1,362 adult HIV/AIDS cases.

The Florida Department of Health in Seminole County offers comprehensive services to support individuals with HIV/AIDS and their families. These services include HIV testing and counseling, medical treatment, case management, and prevention education. Additionally, programs like the Ryan White Services provide assistance with medication adherence and access to necessary treatments. These efforts aim to enhance the quality of life for affected individuals and mitigate the impact of HIV/AIDS within the community.

Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Victims of domestic violence, dating violence, sexual assault, and stalking encompass diverse demographics, affecting individuals across various ages, genders, and socioeconomic backgrounds. In 2023, the county reported 2,049 domestic violence offenses, equating to a rate of 417.3 incidents per 100,000 population, which is higher than the state average of 314.9 per 100,000.

Sexual violence also poses significant concerns in the community. In 2018, Seminole County recorded a rape rate of 26.6 per 100,000 population, marking a 17.8% decrease from the previous year. Notably, 82% of sexual assaults were perpetrated by non-strangers, with 47% committed by friends or acquaintances, highlighting the prevalence of assaults by known individuals.

The Seminole County Sheriff's Office has been proactive in addressing these issues. In 2023, their Domestic Violence Unit reviewed 1,278 domestic cases and conducted 323 follow-ups, underscoring their commitment to supporting victims and enhancing community safety.

These statistics reflect the pervasive nature of these crimes in Seminole County, emphasizing the need for continued support services, preventive measures, and community awareness to protect and assist victims effectively.

Public Housing Residents - Public housing residents in Seminole County, Florida, exhibit diverse demographic characteristics, reflecting a range of ages, household compositions, and racial and ethnic backgrounds. The Seminole County Housing Authority reported an average annual income of approximately $14,000 among public housing residents, with an average household size of three individuals. Notably, 57% of applicants on the public housing waiting list identified

as Black/African American, indicating a significant representation within the public housing community.

The public housing population includes vulnerable groups such as elderly individuals and persons with disabilities. Specifically, there were five elderly program participants and eight families with disabilities residing in public housing units. Additionally, 30 families had requested accessibility features to accommodate specific needs.

Regarding ethnicity, approximately one-third of public housing residents identified as Hispanic or Latinx, which is higher than the county's overall Hispanic or Latinx population of just over 20%.

These demographics underscore the importance of tailored supportive services, including job training, affordable childcare, and financial counseling, to effectively meet the diverse needs of public housing residents in Seminole County.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly - The elderly and frail elderly population requires a range of housing and supportive services to maintain health, safety, and quality of life. These needs are identified through comprehensive assessments conducted by various agencies and organizations. Affordable and accessible housing is a primary concern, as many seniors require housing with features that accommodate mobility limitations, such as single-level layouts, wheelchair ramps, and grab bars. For those who need assistance with daily activities but do not require constant medical supervision, Assisted Living Facilities provide personal care services and limited nursing assistance, offering a supportive environment that allows seniors to remain as independent as possible.

Beyond housing, many seniors require in-home support services, including personal care, housekeeping, and meal preparation, to continue living safely in their homes. Programs such as the National Family Caregiver Support Program provide resources to family members caring for elderly individuals, ensuring caregivers receive the necessary training and support. Access to healthcare services is also a critical need, as seniors often require routine medical care and chronic disease management. Mobile health clinics and home healthcare services help bridge gaps for those with limited mobility or transportation challenges. Additionally, fall prevention programs play an essential role in senior safety, offering environmental assessments, nutritional counseling, and physical mobility evaluations to reduce the risk of falls in the home.

The needs of Seminole County's elderly population are assessed through several methods. Community Health Needs Assessments collect data on health indicators, service utilization, and community feedback, identifying priority health concerns and service gaps. Healthcare professionals conduct Comprehensive Geriatric Assessments to evaluate an individual's medical, psychosocial, and functional capabilities, helping to create personalized care plans. Additionally, community participation and surveys provide direct input from seniors about their challenges, allowing programs to be adjusted to meet their needs effectively. The Florida Department of Elder Affairs also conducts periodic assessments to determine the specific requirements of seniors in Seminole County and across the state.

People with Mental, Physical, and/or Developmental Disabilities – Individuals with mental, physical, and developmental disabilities require accessible and supportive housing, along with a range of supportive services to promote independent living, employment, and healthcare access. Their needs are identified through community assessments, individual evaluations, and public engagement initiatives. Accessible and supportive housing is a primary concern, with programs like supportive housing for people with disabilities providing rental housing with subsidies and integrated support services, including case management and employment assistance. Additionally, group homes offer structured residential settings for individuals needing assistance with daily activities, medication management, and personal care.

Beyond housing, in-home support services such as personal care, meal preparation, and housekeeping help individuals maintain independence. Organizations like Bright Star Care of Seminole County offer skilled nursing and respite care, addressing the specialized needs of residents with disabilities. Vocational rehabilitation services are crucial in promoting economic independence, with the Florida Division of Vocational Rehabilitation providing job training, career counseling, and supported employment opportunities. Educational services are also vital, especially for children with developmental disabilities. Seminole County Public Schools offer special education programs, therapy services, and individualized instruction to support students in reaching their full potential.

The housing and supportive service needs of individuals with disabilities are determined through Community Health Needs Assessments, which collect data on health indicators, service utilization, and community feedback. Agencies like the Florida Agency for Persons with Disabilities conduct individual evaluations based on medical documentation to determine eligibility for specialized services. Additionally, community participation initiatives, including surveys and public forums, provide direct input from individuals with disabilities and their families to identify service gaps and areas for improvement.

Persons with Alcohol or other Drug Addiction – In Seminole County, individuals grappling with alcohol or other drug addictions require a comprehensive array of housing and supportive services to facilitate recovery and reintegration into the community. Stable housing is paramount, as it provides a foundation for individuals to focus on their recovery without the added stress of insecurity. Transitional housing programs and supportive housing arrangements offer not only shelter but also essential services such as counseling, life skills training, and employment assistance, which are crucial for sustained recovery.

The determination of these needs involves systematic assessments conducted by healthcare professionals and social service agencies. One such tool is the Global Appraisal of Individual Needs (GAIN), a standardized biopsychosocial assessment designed to support diagnosis, placement, and treatment planning across various treatment settings. The GAIN evaluates multiple aspects of an individual's life, including substance use patterns, physical and mental health status, and environmental factors, thereby informing tailored intervention strategies.

Another integral component in identifying and addressing substance use disorders is the Screening, Brief Intervention, and Referral to Treatment (SBIRT) model. This evidence-based, public health approach is designed to deliver early intervention and treatment services for individuals at risk of developing substance use disorders, as well as those who have already developed these disorders. The SBIRT model emphasizes routine screenings in healthcare settings to identify risky substance use behaviors, followed by brief interventions to promote awareness and motivate behavioral change, and, when necessary, referrals to specialized treatment services.

Persons with HIV/AIDS and their Families – People living with HIV/AIDS and their families face significant challenges in securing stable housing and accessing necessary supportive services. Affordable housing is a critical need for this population, as it directly impacts their ability to manage health effectively and maintain a good quality of life.

To address these needs, programs like the Housing Opportunity for Persons with HIV/AIDS (HOPWA) provide essential assistance. HOPWA offers various services, including short-term rent, mortgage, and utility assistance, as well as permanent housing placement support. These services are designed to prevent homelessness and promote housing stability among low-income individuals living with HIV/AIDS.

Determining the specific housing and supportive service needs of persons with HIV/AIDS involves comprehensive assessments conducted by local health departments and community organizations. For instance, the Florida Department of Health funds Ryan White Part B HIV care

consortia within Florida, including those serving Seminole County. These consortia plan, develop, and deliver comprehensive outpatient health and support services tailored to the identified needs of people living with HIV.

Additionally, organizations like Miracle of Love, Inc. play a pivotal role in addressing these needs by offering housing assistance programs specifically tailored for individuals living with HIV/AIDS. Their services encompass housing assessments, placement, and advocacy, ensuring that clients receive the support necessary to achieve housing stability.

Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Victims of domestic violence, dating violence, sexual assault, and stalking require a comprehensive range of housing and supportive services to ensure their safety and facilitate recovery. Emergency shelters provide immediate refuge, offering temporary housing and essential resources to those escaping abusive situations. These shelters often extend services such as counseling, legal advocacy, and support groups, addressing the multifaceted needs of survivors. For instance, Harbor House of Central Florida, a state-certified domestic violence shelter near Orlando, operates a 24-hour crisis hotline and provides a 110-bed safe shelter for women, children, and men, alongside community outreach and professional education programs.

Beyond immediate shelter, transitional housing programs offer longer-term accommodations, enabling survivors to rebuild their lives in a supportive environment. These programs often include life skills training, employment assistance, and childcare services, promoting self-sufficiency and stability. Additionally, legal assistance is crucial, as navigating protective orders, custody arrangements, and other legal matters can be complex and daunting for survivors. Organizations may provide legal advocacy services to guide individuals through these processes, ensuring their rights are upheld.

The determination of these needs is conducted through comprehensive assessments by local agencies and organizations. The Office on Violence Against Women (OVW), a component of the U.S. Department of Justice, administers grant programs to enhance services for victims nationwide, including those in Seminole County. These programs support the development of coordinated community responses, ensuring that law enforcement, legal systems, and service providers collaborate effectively to address and prevent violence against women.

Locally, organizations like Harbor House of Central Florida conduct needs assessments to tailor their services effectively. By engaging with survivors and analyzing service utilization data, they identify gaps and emerging needs, adapting their programs accordingly to provide comprehensive support. This client-centered approach ensures that the housing and supportive

services offered align with the specific circumstances and challenges faced by victims in Seminole County.

Public Housing Residents – Public housing residents face several critical needs, primarily centered around securing affordable housing and accessing supportive services that promote self-sufficiency and improve quality of life. The Seminole County Housing Authority (SCHA) manages approximately public housing units and Housing Choice Vouchers, aiming to provide affordable housing solutions for low-income families, the elderly, and individuals with disabilities.

To identify and address these needs, Seminole County conducts comprehensive assessments, such as the Community Needs Assessment, which evaluates housing, homelessness, and economic profiles to determine priority community needs and inform funding strategies. Additionally, the county engages residents, housing partners, service providers, and other stakeholders through surveys and public forums to gather valuable input on community needs and resources. This collaborative approach ensures that the housing and supportive service needs of public housing residents are accurately identified and effectively addressed.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

In the Orlando-Kissimmee-Sanford Metropolitan Statistical Area (MSA), encompassing Lake, Orange, Osceola, and Seminole counties, the prevalence of HIV/AIDS has been notably high. In 2017, there were 12,735 individuals living with HIV in this MSA, with 730 new diagnoses that year, marking a five-year peak. By 2021, the number of people living with HIV in the Orlando area exceeded 14,000, with over 600 new diagnoses reported that year.

The epidemic disproportionately affects certain demographics within the MSA. In 2017, 38% of those living with HIV were Black, and 28% were Hispanic/Latinx. Transmission patterns indicate that men who have sex with men constitute a significant portion of cases; in the Orlando MSA, 74% of male persons living with HIV/AIDS are men who have sex with men.

Geographically, within the MSA, Orange County has the highest prevalence, with 7,382 individuals living with HIV, accounting for 0.77% of its population. Seminole County reports 1,364 cases. These statistics underscore the ongoing challenge of addressing HIV/AIDS in the Orlando-Kissimmee-Sanford MSA, highlighting the need for targeted prevention, testing, and treatment initiatives, particularly among disproportionately affected communities.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

In Seminole County, several vulnerable subpopulations may not be homeless but require supportive services to maintain stability and improve their quality of life. These groups include the elderly, individuals with disabilities (mental, physical, and developmental), persons with HIV/AIDS, survivors of domestic violence, individuals struggling with substance abuse, and public housing residents.

These populations face challenges such as accessing affordable housing, securing employment, obtaining healthcare, and receiving specialized support services. Many require in-home assistance, mental health counseling, vocational training, legal advocacy, and transportation services to remain self-sufficient. Their needs are identified through community health assessments, case management evaluations, and local service provider reports. Addressing these needs requires coordinated efforts between government agencies, nonprofit organizations, and healthcare providers to ensure equitable access to resources and long-term support.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

HUD's definition of public facilities encompasses centers for the disabled, elderly, homeless, and youth, fire stations and equipment, health facilities, parks and recreation facilities, and more.

The Seminole County fiscal year 2024/25 budget totaled $1.05 billion. Over 40% of the county's expenditures goes towards public safety services, including the Sheriff's Office, Fire Department, ambulance, and animal services. General government services account for 19% of the budget. Around 16% goes towards sewer, water, and solid waste. Nearly 11% goes towards transportation services including roads, traffic control, stormwater drainage, water quality, and public transit. Some highlights in the budget include $10.3 million to fund SunRail operating costs to being January 1, 2025; $ 10 million to construct three fire stations and renovate several others; improvement of the turf at the Boombah Sports Complex as well as $8 million for other deferred maintenance of county facilities; and contributions towards the Seminole Forever Natural Lands program. Most of the Capital Improvement Projects are concentrated northwest of Lake Mary, east of Sanford, west of Altamonte Springs, southwest of Oviedo in unincorporated county.

Seminole County is the fourth smallest county by land area and 13th highest in population in Florida; the county has preserved nearly a third of its wildlands and become the fourth densest county in the state. The country highly values its parks and conservation land, and continues to invest in them.

In FY 24/25, ad velorum tax revenue increased by 8%. For future years, the county anticipates a shift away from the high inflationary environment of previous years. Voters also approved a continuation of a one-penny sales tax in 2024 which funds Seminole County Public Schools, pedestrian and bicycle infrastructure, road and traffic improvements, drainage and stormwater management, utilities and infrastructure, parking and public spaces, and safety and emergency services. However, one area of concern for the county in 2025 is transitioning away from having Covid federal stimulus funds. Another area of concern is the low millage rate. Countywide, including for the School Board, the millage in Seminole County is in the bottom quarter of all of Florida's 67 counties.

How were these needs determined?

In addition to qualitative data collected through community engagement, these needs were determined through analysis of various plans and studies, particularly the county's Capital Improvement Plan (CIP) and its current and future projects. Capital projects always include a consideration of operational funds needed for new facilities; operating costs may be met using recurring funds, such as sales taxes.

Describe the jurisdiction's need for Public Improvements:

HUD's definition of public improvements includes street improvements, sidewalks, water/sewer improvements, flood drainage improvements, parking facilities, tree planting, and other design and functionality treatments. With population growth, the county understands that it has a need for new and improved water and sewer facilities, transportation infrastructure, and utilities.

Seminole County has five distinct county commission districts for different regions of the county, each represented by an elected County Commissioner, and seven incorporated cities, including Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs. There are also three Community Redevelopment Areas (CRA) with associated agencies within the county: Casselberry CRA, Oviedo CRA, and Sanford CRA. CRA areas represent neighborhoods with additional public facility needs; at the same time, with the official incorporation of a CRA that utilizes tax increment financing (TIF), additional infrastructure and service projects can be funded. Ultimately, since these are located within incorporated cities, they can relieve Seminole County from responsibility for spending on critical infrastructure within those areas.

Seminole County is currently included in the Active Transportation Plan (ATP) Network managed by MetroPlan. The plan includes side paths and trails particularly throughout the eastern part of the county, and corridor and intersection projects in the more urban central and western parts of the county. However, only one project prioritized for funding in the ATP Plan, safety improvements on SR 414/Maitland Boulevard from Rose Avenue to Magnolia Homes Road, is located in Seminole County.

According to MetroPlan data about the annual cost of traffic delay per capita, in 2022, the annual delay per capita was 62 hours, costing $1,392 per capita in the MPO's service area – the highest cost of delay in the region's history. Vehicle miles traveled in Seminole County were higher than any year prior as well, at 12.9 million vehicle miles traveled in 2023, according to the Florida Department of Transportation (FDOT). In addition, according to Signal4 Analytics

provided by FDOT, there were 10,054 crashes, 145 serious injuries, and 28 fatalities due to car or motorcycle crashes in Seminole County in 2024. Of the fatalities, 10 were bicyclists and pedestrians. While Seminole County and other local agencies are investing in other mode options, further investment, particularly in safety features, can help relieve congestion, crashes, and other transportation-related issues.

Furthermore, MetroPlan's 2024 Transportation for All Nondiscrimination Plan reports that 17% of the County is 65 years or older (79,871 people), 20% are 18 years or younger (97,846 people), 13% of the county lives with a disability (63,593 people), 8% of the county speaks English "less than very well" (36,556 people), and 4% of the county lives without a vehicle in the household (8,258 people). These people likely rely on public transit, walking, biking, or other non-single-occupant-vehicle mode of transportation.

According to the County's Local Mitigation Strategy (LMS), there are currently 38 residential and 2 commercial repetitive loss properties in Unincorporated county. These repeat losses may be due to insufficient drainage in those areas, particularly considering 7 of these properties are not located within the Special Flood Hazard Area (SFHA). Repeat flood loss properties and critical facilities at risk of flood intrusion should be considered in the prioritization of public funds.

How were these needs determined?

In addition to qualitative data collected through community engagement, these needs were determined through analysis of various plans and studies, including the county's Capital Improvement Plan (CIP), Local Mitigation Strategy (LMS) vulnerability assessments, MetroPlan's 2024 Nondiscrimination Plan, and Active Transportation Plan.

Describe the jurisdiction's need for Public Services:

The County provides assistance to residents for rent, deposits, mortgage payments, utilities, dental, minor home repair, purchase assistance, and veteran's services. The county's Community Health department also facilitates a variety of services, including cremation/burial assistance, a healthy lifestyle program, elderly assistance, substance use disorder resources, mental health awareness, and drowning prevention. Regarding elderly services, there are four Senior Centers in the County, located in Altamonte Springs, Casselberry, Lake Mary, and Sanford. The county also provides computer and scanner access at the Application Center located in Sanford.

There are additional needs for public services in the County. The 2022 Community Needs Health Assessment for Seminole County provides a list of the county's top needs based on an extensive analysis. They include:

1. Increase system capacity
    a. Mental health outpatient services capacity
    b. Mental health inpatient bed capacity
2. Enhance Mental Health (including substance use disorder) outreach and treatment
    a. Mental health crisis services and community awareness of available resources
    b. Behavioral health outpatient services for children
    c. Youth mental health services
    d. Suicide prevention
    e. Mental health and substance use disorder transition care for inmates being released from jail
3. Streamline access to care
    a. Access to free or low-cost health care services for all residents
4. Refine primary care and specialized medical care (e.g., chronic conditions) services
    a. Information sharing among providers
    b. Case managers, Community Health Workers and similarly credentialed professionals to guide high-need patients
    c. Mental health stigma reduction
    d. Co-located case managers and behavioral health providers at community-based primary care sites
    e. Integrated community collaborations (e.g., schools, Criminal Justice System, health care providers and Public Health Departments) to share information and ultimately identify and more efficiently serve high-need community members
5. Address housing and other social determinants
    a. Support for additional affordable, quality housing – affects recruitment and retention of culturally diverse and informed providers, as well as access to free or low-cost health care for families
    b. Access to healthy food.

These top needs were ranked one to fifteen. The top need ranked at number 1 is support for additional affordable, quality housing; the second top need is information sharing among health service providers; the third is increasing system capacity for mental health outpatient services capacity, and the fourth is enhancing mental health crisis services and community awareness of existing resources.

How were these needs determined?

In addition to qualitative data collected through community engagement, these needs were determined through analysis of various plans and studies, particularly the 2022 Community Needs Health Assessment for Seminole County. The Community Needs Health Assessment utilized a secondary data analysis, qualitative research, and community survey. These methods generated a list of approximately 50 granular needs. The needs were then prioritized by a group of Seminole County leaders using the Modified Delphi method (i.e., a three-stage mixed qualitative and quantitative) process. The results of the prioritization process yielded a rank-ordered set of prioritized needs falling into five specific categories. The top 15 granular needs were then folded under the five specific categories.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis provides a snapshot of the county's current housing stock and housing facilities. Housing market characteristics reviewed include the supply of housing, availability of affordable housing, housing cost and condition of housing units, and the supply of housing or facilities for individuals with disabilities and individuals experiencing homelessness.

The Housing Market Analysis is divided into the following sections:

Number of Housing Units – A basic count of the total number of housing units and occupied housing units in the county by property type, unit size, and tenure. There are 197,167 housing units in the county including a limited supply of subsidized or affordable units.

Cost of Housing – Compares the cost of housing in the county to household incomes to determine if there is a sufficient supply of affordable housing. Home values and rents remain high for Seminole County with the median home value being $425,440 as of 2025 and the median contract rent being $2,550.

Condition of Housing – Analyzes the age of the housing, risk of exposure to lead-based paint, and presence of housing problems to identify the supply of decent housing and the condition of the county's housing inventory. Most of Seminole County's housing (owner and rental) is about 26-45 years old, indicating a need to provide preventative maintenance and preserve the existing affordable housing stock through housing rehabilitation.

Public and Assisted Housing – Examines the public housing inventory for the Seminole County Housing Authority. The Seminole County Housing Authority owns and operates a rental complex in the City of Oviedo offering 30 units. The authority has 4 one-bedroom units, 10 two-bedroom units, 10 three-bedroom units and 6 four-bedroom units. The Seminole County Housing Authority also manages 429 Housing Choice Vouchers (HCVs).

Homeless Facilities and Services – Looks at the availability of beds for individuals experiencing homelessness. The CoC identified 439 persons experiencing homelessness in the Seminole County CoC jurisdiction. Of that total, 257 persons were sheltered homeless and 182 persons were unsheltered at the time of Count. Among the sheltered population, 217 were located at an Emergency Shelter (ES) and 40 were in Transitional Housing (TH).

Special Needs Facilities and Services – Provides information on facilities and services that meet the needs of the populations considered to be special needs. Special needs populations in Seminole County require housing stability and access to supportive services.

Barriers to Affordable Housing – An insight into public policy that may impede access to or development of affordable housing. In Seminole County, restrictive policy surrounding density and Accessory Dwelling Units (ADUs) may be impeding affordable housing development as well as parking and set-back requirements and Not In My Back Yard (NIMBY).

Non-Housing Community Development Assets – Provides an overview of economic development needs such as the need for employment training/education for workers to better align with the major employment sectors and the need for business assistance to support economic growth.

Broadband Needs of Housing occupied by Low- and Moderate-Income Households – Examines the availability of internet and broadband services to low- and moderate-income households within the county. Although base-level internet is widely accessible, higher-speed options are far less consistent in Seminole County. The county also conducted a broadband study that identified several areas of the county that were underserved in relation to internet services.

Hazard Mitigation – Reviews the risk climate change has on low- and moderate-income households. Seminole County is threatened by a variety of natural hazards that could cause loss to affordable housing, and climate change has led to increased heat during summer months with record-high temperatures every year, and more unpredictable weather and storm patterns. Seminole County is especially at risk of drought, flooding, tropical cyclones, and tornadoes.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The Housing Supply Analysis provides an estimate of the current housing supply in Seminole County and helps determine if there is a diverse housing stock which increases access to affordable housing. Data will also provide information about gaps in the housing supply to help identify specific housing needs.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	121,347	62%
1-unit, attached structure	16,140	8%
2-4 units	11,212	6%
5-19 units	27,688	14%
20 or more units	16,132	8%
Mobile Home, boat, RV, van, etc	4,648	2%
Total	***197,167***	***100%***

Table 26 – Residential Properties by Unit Number

Data Source: 2019-2023 ACS, Table B25024

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	268	0%	2,505	4%
1 bedroom	1,958	2%	14,480	23%
2 bedrooms	15,455	13%	24,421	38%
3 or more bedrooms	104,236	85%	22,073	35%
Total	***121,917***	***100%***	***63,479***	***100%***

Table 27 – Unit Size by Tenure

Data Source: 2019-2023 ACS, Table B25042 (Numbers presented in this table are for occupied units, not total units)

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Seminole County will continue to contribute to improving access to affordable units using its state and federal allocations including HOME, CDBG, and SHIP. The county targets very low, low, and moderate-income families for participation in its housing programs, in accordance with HUD regulation. Assistance will increase access to affordable housing and support housing

stability for families and individuals whose incomes are at or below 80% AMI. Household types assisted include family, elderly, disabled, homeless or at-risk of becoming homeless, and special needs households.

The county intends to invest an estimated $3,271,327 of CDBG and HOME funds during the 2025-2029 Consolidated Plan towards creating or preserving access to affordable units for 46 households. The county will also commit $1,000,000 of HOME funds to assist 125 households through Tenant-Based Rental Assistance (TBRA) and dedicate an estimated $239,255 in ESG funding to Rapid Rehousing to provide housing stability for 25 households experiencing homelessness or at risk of homelessness. The county will assist 196 units in total through the new construction, housing rehabilitation, and rental assistance activities.

The Local Housing Assistance Plan (LHAP) details the county's strategy for the State Housing Incentive Partnership (SHIP) program, passing through state Housing Trust Fund dollars into the community through rental and homeownership activities for extremely low, very low, and sometimes moderate-income Seminole County residents. For PY 24/25 the county aims to serve 30 VLI, 26 LI, and 6 MI units through its SHIP housing strategies.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Data from the Shimberg Center for Housing Studies indicates that during the 2025-2029 Consolidated Plan, the affordability period for 266 assisted units will expire and are expected to be lost from Seminole County's affordable housing inventory.

To address the net loss of affordable housing units, the county implements innovative policy, such as allowing accessory dwelling units, continues to expand its preservation programs through housing rehabilitation activities, and intends to partner with developers to ensure that redevelopment projects maintain or increase the stock of affordable homes available to low- and moderate-income households.

Does the availability of housing units meet the needs of the population?

In Seminole County, the number and types of available housing units are not sufficient to match the size, income levels, and specific needs of the local population. This mismatch appears in several ways:

- Insufficient quantity: There are simply not enough housing units to accommodate the growing number of households, leading to overcrowding, long waitlists, and increased

homelessness. Seminole County has a population of 406,350 and 197,167 total housing units.

- Mismatch in affordability: Much of the available housing is too expensive for low- and moderate-income households. This forces families to spend an excessive share of their income on housing or to live in substandard or overcrowded conditions. In Seminole County, 24,975 households are cost-burdened and 20,187 households experience severe cost burden.
- Lack of appropriate types: The available housing stock may not meet the diverse needs of Seminole County households. The housing inventory for Seminole County is primarily single-family, detached housing with 3+ bedrooms, however most households in the county are small-family (2-4 person) households.
- Geographic imbalance: Affordable and suitable housing may not be located near jobs, transportation, or good schools, making it hard for families to live where they work or study.

These gaps between what's available and what's needed contribute to housing instability, displacement, and socioeconomic challenges for many residents.

Describe the need for specific types of housing:

Smaller units (less than 3-bedrooms) are likely needed to support affordability for the county's small family households, which represent a significant portion of the county's population. While the county's housing tenure is primarily homeowners, recent economic and housing market trends have contributed to a significant rise in the number of renters. This may indicate a need for rental units, specifically duplexes and triplexes, which currently represent only 6% of the housing stock. The city has implemented a policy allowing accessory dwelling units which could help with affordable rental housing needs.

The Seminole County Housing Authority operates 30 units of affordable housing and provides housing choice vouchers, however the demand for both exceeds availability demonstrating the need for additional public housing units.

Qualitative data from community engagement also indicates the need for affordable housing for seniors to age in place and short-term or transitional housing for those experiencing homelessness or at-risk of becoming homeless.

As the population continues to grow, the need for additional housing units, both renter and owner, continues to increase. The challenges to this are the costs of construction and adequate infrastructure to support an increased supply of housing that can help meet the fast-paced market demands. Development costs and tax credit restrictions can exclude the creation of affordable units entirely or limit it to certain areas.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The following tables show the cost of both owner and renter housing in Seminole County to help determine housing affordability for residents. Data will also provide a better understanding of any housing market shifts in recent years. The median home value for "most recent year" has been updated using Realtors Property Resource (RPR) and the contract rent for "most recent year" has been updated using ZillowRentals to better reflect the current market.

Cost of Housing

	Base Year: 2020	Most Recent Year: 2025	% Change
Median Home Value	$263,700	$425,440	61%
Median Contract Rent	$1,323	$2,550	92%

Table 28 – Cost of Housing

Data Source: ACS 2016-2020 Five-Year Estimates, Table DP04 (Median Home Value Base Year), Realtors Property Resource, May 2025 (Median Home Value Most Recent Year); ACS 2016-2020 Five-Year Estimates, Table DP04 (Median Contract Rent Base Year), ZillowRentals June 2025 (Median Contract Rent Most Recent Year).

Rent Paid	Number	%
Less than $500	344	0%
$500-999	3,972	7%
$1,000-1,499	18,050	29%
$1,500-1,999	23,168	37%
$2,000 or more	16,424	27%
Total	***61,958***	***100.0%***

Table 29 - Rent Paid

Data Source: 2019-2023 ACS, Table DP04

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	609	No Data
50% HAMFI	2,898	3,914
80% HAMFI	21,233	17,554
100% HAMFI	No Data	30,784
Total	***24,740***	***52,252***

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$1,636	$1,727	$1,958	$2,486	$2,960
Low HOME Rent	$922	$988	$1,186	$1,370	$1,528
High HOME Rent	$1,179	$1,264	$1,519	$1,747	$1,930

Table 31 – Monthly Rent

Data Source: HUD 2025 FMR for Orlando-Kissimmee-Sanford, FL MSA and 2025 HOME Rents for Orlando-Kissimmee-Sanford, FL MSA.

Is there sufficient housing for households at all income levels?

Lack of affordable housing affects households of all income categories in Seminole County, but as expected the income level most impacted by the lack of affordable and sufficient housing is households making less than 30% of the HUD Area Median Family Income (HAMFI). According to the housing affordability table above, only 609 rental units, or less than 1% of the county's total rental units, are available and affordable to those earning 30% or less of the HAMFI and 2,898 rental units, or 5% of total rental units, are available and affordable to households earning at or below 50% HAMFI. For owner-occupied units, no data is available for the number of units affordable for homeowners earning or below 30% of the HAMFI but it is likely that those at this income level are severely housing cost-burdened. The table indicates that only 3,914 units, or 3% of total owner units, are affordable to those earning at or below 50% HAMFI.

The county's affordable housing trends align with national trends that lower income households, particularly those at or below the 30% HAMFI threshold, have limited access to sufficient housing. Affordability in Seminole County is further exacerbated by a consistently shifting market, inflation, high home values and rents, and stagnant wages.

How is the affordability of housing likely to change considering changes to home values and/or rents?

In Seminole County, home values have increased significantly over the past few years, driven by low housing supply, strong demand, and higher construction costs. If this trend continues, buying a home will remain less affordable for many households, particularly for low-income populations. Even if price growth slows, high interest rates may keep monthly mortgage payments elevated.

The Realtors Property Resource (RPR) reports that Seminole County's market is still a seller's market, but it may be heading towards a more balanced market. There may be potential for the market to stabilize due to home values growing more slowly because of affordability limits

and higher borrowing costs. If this persists, it may ease the pace of worsening affordability but likely won't restore it to pre-pandemic levels.

Rents have also increased sharply in Seminole County since 2020 due to low vacancies, strong demand, and fewer people moving into homeownership. Rents are not likely to reduce significantly soon, exacerbating housing affordability challenges. Many renters will continue to spend over 30% of their income on housing, which meets the definition of "cost-burdened". High rents also make it harder to save for a down payment, keeping more people in the rental market.

Overall, the outlook of affordable housing in Seminole County is dependent on the following:

- If home values and rents keep rising faster than incomes, housing affordability will keep deteriorating.
- If price growth slows but interest rates stay high, affordability may not improve much because buyers face higher monthly costs even if home prices stop climbing.
- For renters, relief depends on how much new housing is built and whether wages keep up with rent increases.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

In Seminole County the Fair Market Rent for a 3-bedroom is slightly lower than the county's median contract rent of $2,550 as of 2025. However, the HOME Rents are much lower than the median contract rent for Seminole County. When these limits are much lower than the typical market rent, it means there's a big gap between what low-income households can afford under assisted programs and what landlords can get on the open market.

Lower HOME/FMR rents mean low-income households won't exceed 30% of their income — keeping housing costs reasonable. However, this could cause access challenges. If most landlords can get significantly higher rents in the private market, they have little incentive to participate in programs like HOME or accept Housing Choice Vouchers (which use FMRs). This can reduce the number of available units for low-income households — creating longer waitlists or forcing families to live in poorer-quality housing.

For developers and owners, projects restricted to HOME rents may generate less income than market-rate properties. This can make it harder to cover operating costs, maintenance, and debt. Without other subsidies or incentives (like tax credits), developers may find it financially

unattractive to build or maintain affordable units. The large rental gaps can also cause supply constraints.

Seminole County considers all the above factors when assessing its housing programs and determining its affordable housing strategies. The county is committed to increasing the supply housing and reducing costs for its residents and has incorporated several strategies intended to produce or preserve affordable housing including supporting new construction of units, rehabilitating the existing affordable housing stock, providing housing stability through rental assistance, and promoting homeownership using SHIP.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

It is important to understand the condition of Seminole County's housing stock as it directly impacts affordability for homeowners and renters. The following section outlines "selected" housing conditions as defined by the Census Bureau and HUD. These conditions are generally considered identifiers of substandard housing, although the last two conditions on the list relate to the household, not the housing unit.

Various factors also in this section help determine the need for housing rehabilitation for owners and renters. The quality of the housing stock is contingent on housing conditions, age of the structure, and the risk of lead-based paint in the unit.

The Census Bureau and HUD defines a "selected" condition as:

- Lacking complete plumbing facilities;
- Lacking complete kitchen facilities;
- More than one person per room; and/or
- Housing costs are greater than 30% of household income.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

The county strives to increase the availability of permanent affordable housing in standard condition. To ensure housing projects and activities meet this goal, it is important to define the terms standard condition and substandard condition but suitable for rehabilitation.

As required by HUD regulation, the county's definitions are as follows:

Standard Condition

- The unit meets all state and local codes.
- The unit does not have any life, health, and safety conditions.

Substandard Condition

- The housing unit lacks complete plumbing and kitchen facilities.

Substandard but Suitable for Rehabilitation

- The unit does not meet standard conditions, but it is both structurally and financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	27,401	22%	33,326	53%
With two selected Conditions	520	1%	2,090	3%
With three selected Conditions	106	0%	51	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	93,890	77%	28,012	44%
Total	***121,917***	***100%***	***63,479***	***100%***

Table 32 - Condition of Units

Data Source: 2019-2023 ACS, Table B25123

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	29,653	24%	18,846	30%
1980-1999	54,563	45%	27,538	43%
1950-1979	35,756	29%	15,758	25%
Before 1950	1,945	2%	1,337	2%
Total	***121,917***	***100%***	***63,479***	***100%***

Table 33 – Year Unit Built

Data Source: 2019-2023 ACS, Table B25036

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	37,701	31%	17,095	27%
Housing Units built before 1980 with children present	13,948	37%	8,763	51%

Table 34 – Risk of Lead-Based Paint

Data Source: 2019-2023 ACS (Total Units), 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			11,771
Abandoned Vacant Units	484	322	806
REO Properties	9	1	10
Abandoned REO Properties	63	7	70

Table 35 - Vacant Units

Data Source: 2019-2023 ACS Five-Year Estimates, Tables B25004 (Vacant Units) and B25131 (Abandoned Vacant Units – Vacant for 24 months or longer). RealtyTrac Listing Data (REO Properties – Bank Owned, Abandoned REO Properties - Auction Homes). **Data Comments:** Vacant Units column includes for rent, for sale, and seasonal homes that likely do not need rehabilitation therefore only the total number of vacant units is given. Units not suitable for rehabilitation calculated as 40% of total abandoned vacant units and 10% of REO properties and abandoned REO properties.

Need for Owner and Rental Rehabilitation

Seminole County's housing stock is aging with most homes (owner and renter) being built 26-45 years ago. Age is an indicator of the need for moderate rehabilitation or maintenance. Homes at this age often need rehabilitation as building systems start to deteriorate. Most roofing materials have a lifespan of 20–30 years — so homes in this age range often need new roofs to prevent leaks and water damage. Furnaces and air conditioners in Florida generally last 10–15 years; older systems are inefficient and more prone to failure. Pipes, wiring, and fixtures may not meet current codes or may have deteriorated, increasing risk of leaks, shorts, or safety hazards. Homes built 26–45 years ago often lack modern insulation and air sealing. Windows and doors may be single-pane or poorly sealed. This results in high energy bills and lower comfort for residents.

In accordance with the table above, a significant portion of the county's housing stock is also reports having at least one selected substandard housing condition, particularly rental households at 53%. When a home has at least one of these conditions, it usually means the home may not meet basic health and safety standards; the structure may be physically inadequate for the household size; or if affordability issues are present, the household may not have resources to maintain or upgrade the home, leading to deferred maintenance and further deterioration.

Timely rehabilitation prevents properties from falling into disrepair, which would lead to higher costs later or even loss of affordable units. It extends the useful life of the structure and protects neighborhood stability.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Lead-based paint is highly toxic and can cause health problems, especially in young children. The use of lead-based paint was banned in 1978. However, for purposes of this plan, the number of units built before 1980 and occupied by households with children serves as a baseline for estimating the number of housing units occupied by LMI families with lead-based paint hazards. An estimated 31% of owner units (37,701 units) and 27% percent of renter units (17,095 units) in the county were built prior to 1980 and 37% of those owner units (13,948) and 51% (2,763) of those renter units have children present and may be at risk for lead-based paint hazards.

Regarding the risk for lead-based paint exposure for lower income families, the CHAS data in the "number of households" table in the needs assessment of this plan, reports that of the total households with children under the age of 6 in the county 1,081 are extremely low income, 1,908 are very-low income, and 3,460 are low income. If these children are living in homes built prior to 1980, there may be a risk of lead-based paint hazard. The data indicates a potential risk for a total of 6,449 low-income households with children present. Based upon the age of the housing stock, the risk for lead-paint poisoning for Seminole County's low-income households is low.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Seminole County Housing Authority serves the Seminole County jurisdiction administering both the public housing and Housing Choice Vouchers (HCV) programs. While the Sanford Housing Authority is located within Seminole County, the City of Sanford is a separate Entitlement Community and no longer owns or operates any public housing. The county's public and assisted housing programs serve low- and moderate-income families, seniors, and individuals with disabilities by providing rental assistance and expanding affordable housing options through tools like Housing Choice Vouchers, LIHTC properties, and HUD programs. These efforts aim to reduce cost burdens and support residents' stability and self-sufficiency through integrated services such as financial counseling, job training, and accessibility features.

The Seminole County Housing Authority owns and operates a rental complex in the City of Oviedo offering 30 units. The authority has 4 one-bedroom units, 10 two-bedroom units, 10 three-bedroom units and 6 four-bedroom units.

At present the Public Housing and the HCV wait lists are closed. It is common practice to close waiting lists when the expected wait time for an available unit exceeds 12 months. The current wait time for a public housing unit is 36 months and several years for the vouchers.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			30	429		429	64	12	89
# of accessible units			2						
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

The Seminole County Housing Authority (SCHA) administers 30 public housing units and approximately 602 Housing Choice Vouchers to provide affordable housing solutions for low-income families, the elderly, and individuals with disabilities.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Seminole County Housing Authority (SCHA) administers approximately 30 public housing units and 602 Housing Choice Vouchers, aiming to provide affordable housing solutions for low-income families, the elderly, and individuals with disabilities. The physical condition of these public housing units is evaluated through the Public Housing Assessment System (PHAS), which assesses housing authorities based on physical condition, financial condition, management operations, and capital fund management. SCHA has an overall PHAS score of 87 out of 100, indicating a generally well-maintained housing stock. One specific property under SCHA's management is Academy Place Villas, located at 251 Academy Place in Oviedo, Seminole County.

Overall, the available data indicates that the public housing units managed by SCHA are in satisfactory physical condition. The agency continues to participate in HUD-approved plans, such as the MTW program, to enhance its operations and address any identified financial challenges.

Public Housing Condition

Public Housing Development	Average Inspection Score
Academy Place Villas	**87**

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Academy Place Villas, located in Oviedo, Florida, is a public housing development owned and operated by the Seminole County Housing Authority (SCHA). Constructed in 1959, this 30-unit complex received a HUD Real Estate Assessment Center (REAC) inspection score of 87 out of 100, indicating a need for significant restoration and revitalization efforts.

To address these needs, the SCHA has initiated plans under Section 18 of the U.S. Housing Act of 1937 to demolish and dispose of the existing structures at Academy Place Villas. In 2020, the agency applied for Low-Income Housing Tax Credits (LIHTCs) through the Florida Housing

Finance Corporation (FHFC) to facilitate the redevelopment of the site. This redevelopment aims to replace the outdated units with modern, energy-efficient housing that meets current standards and better serves the community.

The proposed project, known as Villas at Academy Place, involves the new construction of a 60-unit affordable housing complex. This initiative is spearheaded by Seminole County Affordable Housing Partners, Inc., a nonprofit development subsidiary of the SCHA, which will oversee all aspects of the development process, including financing, design, construction, and ongoing management.

To support this redevelopment, Seminole County has committed $230,000 in HOME Investment Partnerships Program (HOME) funds over two years as a local contribution for the LIHTC application. This financial support underscores the county's dedication to improving affordable housing options for its residents.

In addition to the physical redevelopment, the SCHA has implemented recent improvements to enhance the living environment for residents. These include establishing a computer lab for Academy Place Villas residents, securing a Community Development Block Grant (CDBG) to replace the property's sewer lines, and achieving a high performer SEMAP score, reflecting excellence in program management.

Through these comprehensive restoration and revitalization efforts, the SCHA aims to provide safe, modern, and affordable housing that meets the evolving needs of low- and moderate-income families in Seminole County.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Seminole County Housing Authority is committed to enhancing the living environment for low- and moderate-income families residing in public housing through a comprehensive strategy that promotes affordability, self-sufficiency, and community revitalization. A key initiative is SCHA’s participation in the Moving to Work Program, which allows public housing authorities the flexibility to design and test innovative strategies that improve housing services. Through this program, SCHA is developing asset-building initiatives, such as matching funds for residents’ savings accounts, encouraging financial literacy, and helping families work toward economic independence.

In addition to financial empowerment, homeownership programs are a critical component of SCHA’s strategy. The agency aims to transition more families into the Homeownership portion

of the Housing Choice Voucher program, offering support through initiatives like the Family Self-Sufficiency Program, which provides residents with resources and assistance to achieve homeownership. SCHA is also involved in collaborative development projects, working with local organizations and government entities to expand affordable housing options.

To further enhance the quality of life for public housing residents, SCHA actively supports community development programs funded through the Community Development Block Grant and HOME Investment Partnerships Program. These programs focus on stabilizing and revitalizing low-income neighborhoods, including capital improvements, housing rehabilitation, and public service activities. By integrating affordable housing expansion, financial empowerment, homeownership assistance, and neighborhood revitalization efforts, SCHA is creating a sustainable and supportive environment that improves the overall well-being and stability of public housing residents in Seminole County.

The restoration and revitalization needs of public housing units, specifically Academy Place Villas, highlight the importance of redevelopment efforts to ensure safe, modern, and energy-efficient housing for low- and moderate-income families. Given the age of the property and its REAC inspection score, Seminole County Housing Authority has taken steps to demolish and redevelop the site through Low-Income Housing Tax Credits and other funding sources. The planned Villas at Academy Place project aims to increase the number of affordable housing units, improve accessibility, and provide long-term stability for residents.

Additionally, the SCHA's strategy for improving public housing environments focuses on financial empowerment, homeownership programs, and housing expansion. Participation in the Moving to Work Program enables SCHA to test innovative approaches such as matching savings accounts for residents. Employment training, financial literacy, and homeownership assistance further support self-sufficiency, reducing reliance on public housing. Collaborations with local agencies and developers also facilitate affordable housing construction and community revitalization efforts. Through these coordinated initiatives, SCHA actively enhances living conditions, promotes economic independence, and creates sustainable housing solutions for Seminole County's low- and moderate-income families.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

In Seminole County, several facilities and housing programs are dedicated to addressing the needs of homeless households, offering emergency shelter, transitional housing, and permanent supportive housing. These programs provide safe, stable environments while also integrating wraparound services such as case management, employment assistance, mental health support, and substance abuse treatment to help individuals and families achieve long-term stability. Organizations like Rescue Outreach Mission, Family Promise of Greater Orlando, and the Homeless Services Network of Central Florida play a vital role in providing immediate shelter and pathways to permanent housing. Additionally, initiatives such as Housing First and Rapid Re-Housing programs focus on securing permanent housing solutions for vulnerable populations, including chronically homeless individuals, veterans, families with children, and unaccompanied youth. By combining housing assistance with supportive services, Seminole County's homeless assistance programs aim to reduce homelessness, promote self-sufficiency, and improve overall community well-being.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	585	0	341	90	0
Households with Only Adults	695	0	360	1,582	0
Chronically Homeless Households	0	0	0	739	0
Veterans	10	0	92	805	0
Unaccompanied Youth	11	0	61	10	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Mainstream services such as healthcare, mental health support, and employment programs play a vital role in complementing targeted services for individuals experiencing homelessness. These services are integrated into a comprehensive support system that helps individuals transition from homelessness to stability. Health services are provided through organizations like the Health Care Center for the Homeless, which operates mobile medical and dental units that travel across the county, delivering essential healthcare directly to individuals in need. These services include behavioral health counseling and substance use disorder treatment, ensuring a holistic approach to addressing health concerns among the homeless population.

Mental health services are another key component of the county's support system. The Florida Department of Health in Seminole County provides mental health resources, including the 988 Suicide and Crisis Lifeline, offering 24/7 confidential crisis support. Additionally, Aspire Health Partners operates the Homeless Outreach Partnership Effort (HOPE) team, which assists homeless individuals with mental health and co-occurring disorders by providing assessment, screening, and linkage to long-term services. These efforts aim to stabilize individuals in crisis and connect them with ongoing mental health care.

Employment services also play a crucial role in helping individuals regain self-sufficiency. CareerSource Central Florida offers job training, placement assistance, resume writing workshops, career counseling, and job fairs, helping individuals—including those experiencing homelessness—secure stable employment. For individuals with physical or mental disabilities, the Florida Division of Vocational Rehabilitation provides specialized support, including job-site assessments, accommodations, and supported employment programs, ensuring that those with disabilities have equitable access to job opportunities.

These services are coordinated by organizations such as the Homeless Services Network of Central Florida, which collaborates with multiple agencies to provide stable housing solutions for veterans, youth, individuals with disabilities, and families with children. Over the past year, these efforts have helped house approximately 4,700 homeless individuals in Central Florida. Locally, the Seminole County Community Services Department leads efforts to reduce homelessness by implementing support programs through the Homeless Advocacy Office and connecting individuals with available housing and assistance.

By integrating mainstream services such as healthcare, mental health care, and employment support with targeted homeless assistance programs, Seminole County is working toward a

comprehensive and sustainable approach to helping individuals experiencing homelessness achieve long-term stability and self-sufficiency.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Chronically Homeless Individuals and Families - In Seminole County, several facilities and programs are dedicated to meeting the needs of homeless individuals and families, particularly those who are chronically homeless. These facilities provide essential services tailored to address the unique challenges faced by these populations, aiming to promote stability and self-sufficiency.

The Sharing Center's Oasis Program: The Oasis is the only drop-in resource center in Seminole County for individuals experiencing hunger and homelessness. It offers services such as warm showers, laundry facilities, hot meals, haircuts, and on-the-go food. By addressing basic needs in a compassionate environment, The Oasis helps individuals regain dignity and stability, serving as a critical entry point to additional support services.

Rescue Outreach Mission: Located in Sanford, this shelter provides accommodations for men, women, and children. Women and children stay in private rooms that can accommodate between one to five children, while individual women and men stay in dormitory-style rooms. The mission offers a safe environment and essential services, including meals and support, to help residents transition out of homelessness.

Family Promise: As part of a national network, Family Promise Affiliates collaborate with local congregations and community organizations to provide temporary shelter, meals, and support services to homeless families. The program emphasizes sustainability and community involvement, offering case management, financial literacy classes, and assistance in securing permanent housing.

Homeless Services Network of Central Florida (HSN): HSN works to provide stable, long-term housing to individuals experiencing homelessness, focusing on veterans, youth, people with disabilities, and families with minor children. Over the past year, HSN has assisted in housing approximately 4,700 homeless individuals in Central Florida. By coordinating resources and services, HSN addresses the complex needs of the chronically homeless population.

Housing First and Rapid Re-Housing Programs: These approaches prioritize providing permanent housing to homeless individuals without preconditions, followed by supportive

services as needed. The Housing First model operates on the principle that housing is a basic human right, offering permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then providing the supportive services and connections to community-based supports needed to maintain housing and prevent a return to homelessness. Rapid Re-Housing, a subset of the Housing First approach, provides short-term rental assistance and services, with the goals of helping people obtain housing quickly, increasing self-sufficiency, and remaining housed.

Families with Children - In Seminole County, several facilities and programs are dedicated to supporting homeless families with children, offering services tailored to their unique needs to promote stability and self-sufficiency.

Rescue Outreach Mission (ROM): Located in Sanford, ROM provides emergency shelter and resources through two onsite shelters and a "Housing for Families" program. They offer a safe, supportive environment where families receive necessities such as food, clothing, and access to comprehensive case management. Additional services include mental health counseling, assistance with employment, and referrals to other community resources, all aimed at helping families transition to stable housing and regain independence.

The Sharing Center's Oasis Program: The Oasis serves as a drop-in resource center for individuals and families experiencing homelessness in Seminole County. It provides essential services such as warm showers, laundry facilities, hot meals, haircuts, and on-the-go food. By addressing these basic needs in a compassionate environment, The Oasis helps families maintain dignity and stability during challenging times. Additionally, they offer housing guidance, internet access, and mail services to assist families in their journey toward permanent housing.

Family Promise of Greater Orlando: As part of a national network, Family Promise collaborates with local congregations and community organizations to provide temporary shelter, meals, and support services to homeless families. The program emphasizes sustainability and community involvement, offering case management, financial literacy classes, and assistance in securing permanent housing. By engaging volunteers and utilizing existing community resources, Family Promise creates a supportive environment that empowers families to achieve long-term stability.

Homeless Services Network of Central Florida (HSN): HSN works to provide stable, long-term housing to individuals and families experiencing homelessness, focusing on veterans, youth, people with disabilities, and families with minor children. Over the past year, HSN has assisted

in housing approximately 4,700 homeless individuals in Central Florida. By coordinating resources and services, HSN addresses the complex needs of homeless families, facilitating access to housing and supportive services.

Veterans and Their Families - Several facilities and programs are dedicated to addressing the needs of homeless veterans and their families, offering services tailored to promote stability and self-sufficiency.

Supportive Services for Veteran Families (SSVF): This program is designed to rapidly rehouse veterans and their families experiencing homelessness and to prevent homelessness for those at imminent risk due to a housing crisis. SSVF provides a short, intensive period of case management to link families to benefits and offers limited Temporary Financial Assistance (TFA) with housing or moving expenses. Supportive services are available to eligible veterans and other household members based on an assessment of their needs and individualized housing stability plan.

HUD-VA Supportive Housing Program: A collaborative effort between the Department of Housing and Urban Development and the Department of Veterans Affairs, the HUD-VASH Program provides housing choice vouchers combined with VA supportive services. This program assists homeless veterans and their families in obtaining and sustaining permanent housing, offering case management and clinical services to support their transition.

Homeless Veteran Reintegration Program (HVRP): Operated by Goodwill Industries of Central Florida, HVRP is designed to help homeless veterans gain and maintain employment in the community. The program offers job training, placement assistance, and support services to enhance employability and promote economic stability among veterans.

Seminole County Veterans' Services: Staffed by accredited Veteran Service Officers, this office provides assistance with claims and appeals for benefits, including service-connected disabilities, burial and memorial benefits, property tax exemptions, pensions, education and training benefits, and resources to aid veterans experiencing financial hardship. The office also participates in the Seminole County Veterans Treatment Court, offering a therapeutic justice program for veterans in the criminal justice system who suffer from post-traumatic stress disorder and other illnesses.

Homeless Services Network of Central Florida: HSN works to provide stable, long-term housing to individuals experiencing homelessness, with a primary focus on veterans, youth, people with disabilities, and families with minor children. Over the past year, HSN has assisted in housing

approximately 4,700 homeless individuals in Central Florida, coordinating resources and services to address the complex needs of homeless veterans and their families.

Unaccompanied Youth - Several facilities and programs are dedicated to addressing the unique needs of unaccompanied youth experiencing homelessness. These services provide essential support to promote stability and self-sufficiency among this vulnerable population.

Families In Need (FIN) Program – Seminole County Public Schools (SCPS): The FIN program, authorized under the McKinney-Vento Homeless Education Assistance Act, ensures that homeless children and youth, including unaccompanied minors, have access to free and appropriate public education. The program provides services such as immediate school enrollment, transportation assistance, free school meals, and coordination with community resources to remove educational barriers due to homelessness.

The Village – IMPOWER: The Village offers safe, affordable transitional housing for homeless and former foster youth aged 18-24. Located in Central Florida, this program provides a dorm-like setting with comprehensive wraparound supports, including assistance with employment skills, educational needs, and life skills training. The goal is to prevent homelessness and assist young adults as they transition to independent adulthood.

Covenant House Florida (CHF): While not located within Seminole County, CHF in nearby Orlando serves youth aged 18-24 who are experiencing or at risk of homelessness. They offer a drop-in center, street outreach, transitional housing, education counseling, and workforce development services. These programs aim to provide a safe and supportive environment for youth to achieve stability and independence.

The Oasis – The Sharing Center: The Oasis is the only drop-in resource center in Seminole County for individuals experiencing hunger and homelessness. It offers services such as warm showers, laundry facilities, hot meals, haircuts, and on-the-go food. While not exclusively for unaccompanied youth, The Oasis provides essential services that can benefit young individuals facing homelessness.

Homeless Services Network of Central Florida: HSN coordinates resources and services to address the complex needs of homeless individuals, including unaccompanied youth. Through initiatives like the Brighter Days Community Initiative, HSN aims to combat youth homelessness by creating a network of community support and innovative housing solutions. This effort ensures dignity and safety by providing immediate access to housing, followed by access to education, jobs, healthcare, and peer support to empower youth towards stability and growth.

These facilities and programs in and around Seminole County are designed to address the specific needs of unaccompanied youth experiencing homelessness by providing immediate shelter, basic necessities, educational support, and comprehensive services. By focusing on both immediate relief and long-term solutions, they aim to empower these young individuals to achieve stability and independence.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section offers a brief outline of the facilities and services available to the special needs population in Seminole County.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly and Frail Elderly – The elderly population requires supportive housing options that promote independence, safety, and a high quality of life. As individuals age, they often face challenges such as mobility limitations, chronic health conditions, and the need for assistance with daily activities. To address these needs, several supportive housing options are available. Assisted living facilities provide housing, personal care services, and healthcare support for seniors who require assistance with daily activities but do not need intensive medical care. According to the Shimberg Center's Assisted Housing Inventory, Seminole County has seven assisted housing properties targeting elderly individuals. Additionally, the Section 202 Supportive Housing for the Elderly Program offers affordable housing with integrated support services such as cleaning, cooking, and transportation to help very low-income seniors live independently.

In-home care services provide personal care assistance, medication management, and daily living support for seniors who prefer to age in place. Organizations such as Bright Star Home Care Seminole County deliver customized services, ranging from companion care to skilled nursing. Community assistance programs also play a crucial role in supporting at-risk seniors. Seminole County's Community Assistance Deposit Program helps households experiencing homelessness or housing insecurity by providing funds for security and utility deposits, ensuring stable housing for seniors in need. Additionally, programs like Meals on Wheels help combat mobility limitations by delivering nutritious meals to homebound seniors, while transportation services ensure they can attend medical appointments and engage in community activities.

Despite these available resources, several challenges persist. Financial constraints remain a significant issue, as many seniors live on fixed incomes, making it difficult to afford housing modifications, in-home care, or other supportive services. Accessibility modifications, such as installing ramps or grab bars, are often necessary but can be expensive, highlighting the need for assistance programs that fund these adaptations. Moreover, comprehensive care

coordination is essential to integrating healthcare services with supportive housing, ensuring seniors receive both medical care and daily living assistance.

By expanding and enhancing supportive housing options and services, Seminole County can better meet the growing needs of its elderly and frail elderly populations, allowing them to age with dignity and receive the necessary support to maintain housing stability, health, and overall well-being.

Persons with Disabilities (mental, physical, developmental) – Individuals with mental, physical, or developmental disabilities in Seminole County require supportive housing solutions that address their unique needs while promoting independence, safety, and community integration. Supportive housing combines affordable housing with essential services, offering a stable environment that improves residents' quality of life. To accommodate individuals with disabilities, housing units should be designed or modified with accessible features such as wheelchair ramps, widened doorways, adjustable countertops, and specialized fixtures to enhance mobility and usability. Additionally, on-site support services—including personal care assistance, medical management, counseling, and life skills training—are crucial to helping residents maintain daily routines, manage their health, and achieve stability. Furthermore, community integration programs are essential in reducing isolation and providing opportunities for social engagement, employment support, and recreational activities to help individuals with disabilities become active community participants.

Despite the importance of supportive housing, several challenges limit access for individuals with disabilities. Funding limitations often restrict the development and maintenance of specialized housing facilities, leading to a shortage of available units and services. Additionally, there is often a scarcity of housing units specifically designed for individuals with disabilities, resulting in long waiting lists and limited options. Ensuring comprehensive service provision requires coordinated efforts among service providers, government agencies, and nonprofit organizations to meet the diverse needs of individuals with disabilities.

Collaborations between nonprofit organizations, government agencies, and private developers have proven effective in creating inclusive housing communities. Implementing universal design principles and reserving a percentage of housing units for individuals with disabilities can help increase accessibility. By expanding housing availability, improving service coordination, and fostering an inclusive community, Seminole County can better meet the supportive housing needs of individuals with disabilities, ensuring they can access stable housing and the necessary services to live independently and thrive.

Persons with Alcohol or Other Drug Addictions – Individuals struggling with alcohol or drug addictions require supportive housing solutions that provide stable living environments while integrating comprehensive treatment and recovery services. Supportive housing is essential for addressing the complex needs of this population, offering a foundation for sustained recovery and long-term well-being. A safe and secure living environment is critical in reducing exposure to triggers and providing individuals with the stability needed to rebuild their lives. In addition to housing, integrated treatment services—including counseling, medication-assisted treatment, and peer support groups—play a crucial role in addressing the underlying causes of addiction. Furthermore, comprehensive support services, such as mental health counseling, vocational training, educational programs, and life skills development, are necessary to help individuals reintegrate into the community and maintain their recovery.

Several local initiatives and organizations in Seminole County are working to expand supportive housing options for individuals with substance use disorders. Dave's House, a nonprofit organization focused on providing permanent supportive housing for individuals with mental health challenges, is expanding its reach in Seminole County to house 39 adults needing stable housing and recovery support. Aspire Health Partners offers various behavioral health services, including assessment, detoxification, outpatient programs, and residential treatment, ensuring that individuals receive personalized care tailored to their recovery needs. Additionally, Central Florida Cares Health System coordinates behavioral health services across the region, working with local providers to improve access to supportive housing and treatment.

Despite these efforts, significant challenges remain in meeting the supportive housing needs of individuals recovering from substance use disorders. Housing stability is a key factor in successful recovery as individuals experiencing housing insecurity face a higher risk of relapse and overdose. A community-based support system that includes peer recovery services, mental health counseling, and daily living assistance is essential for long-term success. Expanding affordable supportive housing programs, improving access to treatment, and strengthening community-based recovery support will help ensure that individuals with substance use disorders in Seminole County have the resources needed to achieve stability, recovery, and reintegration into society.

Persons with HIV/AIDS and Their Families - Individuals living with HIV/AIDS and their families face unique housing challenges that require specialized supportive housing solutions. Stable and affordable housing is essential for maintaining health, adhering to treatment regimens, and improving overall quality of life. Many individuals with HIV/AIDS experience financial hardship, making it difficult to secure housing, which increases their risk of homelessness and housing instability. Additionally, proximity to healthcare facilities and support services is vital for

ongoing medical treatment, case management, and psychosocial support. Housing programs that integrate healthcare and social services can significantly improve health outcomes and reduce barriers to care.

Another critical aspect of supportive housing for individuals with HIV/AIDS is confidentiality and the reduction of stigma. Many individuals fear discrimination in housing and healthcare, which can deter them from seeking the services they need. Housing programs should foster a safe, inclusive environment that ensures privacy and promotes access to comprehensive support. The Housing Opportunities for Persons With AIDS (HOPWA) program provides housing assistance and related services for low-income individuals living with HIV/AIDS. Organizations such as Miracle of Love, Inc. in nearby Orlando offer case management and HOPWA-related services, helping individuals find and maintain stable housing. Aspire Health Partners, which serves Seminole County, also provides housing assistance, mental health counseling, and substance abuse treatment for individuals with HIV/AIDS.

Despite these available resources, challenges remain in fully meeting the supportive housing needs of this population. Limited funding and resources can restrict the availability of housing programs, making it necessary to expand services to accommodate growing demand. Beyond housing, many individuals require assistance with employment, transportation, and daily living activities to achieve stability and independence. Addressing these housing and supportive service gaps will help ensure that individuals living with HIV/AIDS in Seminole County have access to safe, stable, and affordable housing, enabling them to maintain their health, well-being, and overall quality of life.

Public Housing Residents - Public housing residents in Seminole County face various challenges that require supportive housing services to improve their quality of life and promote self-sufficiency. The Seminole County Housing Authority manages public housing units and Housing Choice Vouchers, providing affordable housing solutions for low-income families, the elderly, and individuals with disabilities. Many residents require additional health and social services, including healthcare assistance, mental health counseling, and substance abuse treatment. Integrating these services within housing programs can improve health outcomes and community well-being.

Beyond healthcare, economic empowerment programs are crucial in helping public housing residents achieve financial independence. Programs that provide employment training, financial literacy workshops, and educational opportunities enable residents to build skills, secure stable employment, and reduce reliance on housing assistance. Additionally, community

engagement initiatives encouraging participation in social networks, neighborhood events, and resident-led programs help reduce isolation and enhance overall quality of life.

Seminole County's Community Development Division administers affordable housing and community improvement programs, including infrastructure enhancements, public services, housing activities, homeless services, and economic development initiatives. These programs are funded through resources such as the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grants, which support housing stability and community revitalization. Another important resource is the Community Assistance Deposit Program, which helps households experiencing or at risk of homelessness by providing funds for security and utility deposits, ensuring residents can secure stable housing.

Despite these available programs, several challenges persist, including limited funding, increasing demand for affordable housing, and the need for comprehensive support services. Meeting these challenges requires ongoing collaboration between government agencies, nonprofit organizations, and community stakeholders to develop innovative solutions that address the evolving needs of public housing residents. By focusing on expanding supportive housing services, increasing access to economic opportunities, and fostering community engagement, Seminole County can enhance the well-being of public housing residents and create a more self-sufficient and vibrant community.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Programs supporting individuals transitioning from mental and physical health institutions focus on coordinated discharge planning, supportive housing, and community reintegration. The Central Florida Cares Health System (CFCHS) ensures that individuals discharged from state mental health treatment facilities receive appropriate services. CFCHS oversees community case management and forensic specialists who track individuals during treatment and post-discharge to facilitate continued engagement in medical and mental health care, stable housing placement, reinstatement or acquisition of benefits, and meaningful community involvement.

To address housing stability for individuals with severe mental health, behavioral health, and substance use conditions, Seminole County prioritizes Permanent Supportive Housing , particularly for those who have experienced chronic homelessness. Programs such as Homes for New Beginnings provide housing solutions for individuals meeting HUD's definition of chronic homelessness. Eligibility requirements for such programs often include receiving

Supplemental Security Income or Social Security Disability, possession of identification and proof of income, and a clean record regarding specific criminal offenses.

Beyond housing, community assistance initiatives are essential in helping individuals reintegrate successfully. These initiatives focus on support services, life skills training, healthcare access, and employment assistance, ensuring that individuals leaving mental and physical health institutions can achieve long-term stability and independence. Strengthening these programs and expanding access to permanent supportive housing, case management, and wraparound services will continue to be critical in addressing the needs of this vulnerable population in Seminole County.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

In the upcoming year, Seminole County plans to implement several activities to address the housing and supportive service needs of non-homeless individuals with special needs. These initiatives align with the FY2024-2025 One-Year Action Plan, which supports the goals outlined in the county's 2020-2024 Consolidated Plan. One of the key strategies is affordable housing development, with funds from the Community Development Block Grant and HOME Investment Partnerships Program allocated toward the construction and rehabilitation of affordable housing units. This effort aims to increase the availability of safe, accessible housing for low- and moderate-income individuals, particularly those with disabilities, mental health conditions, or other special needs.

Beyond housing, supportive services will be expanded through collaborations with local nonprofit organizations, providing mental health counseling, substance abuse treatment, and case management. These services are designed to help individuals with special needs maintain housing stability and improve their overall quality of life. Additionally, public facility improvements will be prioritized, with investments made to upgrade community centers, parks, and other public spaces to ensure ADA compliance and accessibility for individuals with disabilities.

To promote self-sufficiency, Seminole County will implement economic empowerment programs, including job training, financial literacy workshops, and educational advancement initiatives. These programs aim to provide individuals with the skills to achieve economic independence and reduce long-term reliance on housing assistance. The county has set specific

goals for the upcoming year, including the development or rehabilitation of 50 affordable housing units, providing supportive services to 200 individuals, completing accessibility improvements in three public facilities, and enrolling 100 residents in economic empowerment programs.

Through these initiatives, Seminole County is committed to enhancing housing stability, expanding access to critical services, and promoting economic opportunities for non-homeless individuals with special needs. By leveraging available funding and fostering community partnerships, the county aims to create a more inclusive, supportive, and self-sufficient environment for all residents.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not applicable. Seminole County is not part of a Consortium. Please see information in previous question.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Seminole County receives SHIP funds from the state, and HOME, CDBG, and ESG funds from HUD. The county has programs for renters/rentals, homeownership, and homeless prevention. For homelessness, programs include homeless reduction strategies such as rapid-rehousing and emergency rent and utility assistance, and tenant-based rental housing assistance. For homeownership, the county has programs for minor home repair, rehab/reconstruction, and purchase assistance for income-qualified applicants. The maximum award for purchase assistance is $55,000 for very-low income applicants, for emergency repair is $20,000, and for owner-occupied rehab/reconstruction is $100,000 for rehabilitation and $200,000 for reconstruction. The county also has an acquisition/rehab program and a new construction program, providing up to $225,000 to an eligible sponsor to acquire a property/land and either rehabilitate an existing structure or build new housing for homeownership, to be made affordable to income-qualified owners. For income-qualified rentals and renters, the county has a rental construction/rehabilitation program, providing up to $70,000 per unit for apartment dwelling and $150,000 per unit for single-family dwelling units, and a rental security and utility deposit program, providing $2,500 for tenant-based rental assistance, $7,500 for security/utility deposits, and $20,000 for rapid-rehousing assistance.

Seminole County recognizes that there can be institutional, regulatory, or policy barriers to development and promotion of access to affordable housing. Housing land development code policy can either support the development of smaller, more creative, and therefore more affordable housing types and units, and can increase housing supply which can lead to lower rent and mortgage costs—or they can do the opposite by preventing the development of creative housing types, affordable housing, and housing units overall. The County has several policies in the land development code designed to incentivize affordable housing development, such as the Affordable Housing Dwelling District (Sec. 30.8.4), affordable housing (80% AMI and below) exemptions for impact fees (Sec. 115.21), and the Alternate Density Option (ADO) for affordable housing (Sec. 30.9.7). However, the following barriers may impact the development of affordable housing:

- Density restrictions. Seminole County is largely zoned for single-family housing, with limited density increases allowed in the future land use section of the Comprehensive Plan. The county's urban areas are largely zoned Planned Development, which are more flexible zoning districts allowing for either single or multifamily, but the density level of each development is difficult to determine; since many are between low-density A-1

and low-density R-1 districts, it is likely that they are largely single-family. Large setbacks, low minimum lot coverage requirements, and other lot-related requirements can also negatively impact housing supply.

- Accessory Dwelling Unit (ADU) restrictions. ADUs are allowed in all Single Family, Agricultural, Rural, and single-family Planned Development districts, including by-right in districts A-3, A-5, and A-10. While the code language is thoughtfully written (for example, by including consideration of long-term (minimum 30-day) rental use and manufactured homes as ADUs), one example of restrictive criteria is the requirement of 1 parking space which must be on-site and not located within a required setback or buffer area, nor at the rear of the unit.

- Parking and setback requirements and affordable housing access to transit. Depending on the restrictions of parking and setbacks in the local land use code and comprehensive plan, minimum parking requirements may prohibit development of affordable housing. In addition, low-income households are more likely to depend on public transportation as a means of mobility; a lack of affordable housing near public transportation networks places an inherent restriction on a family's ability to reasonably access housing. Seminole County allows parking reductions for developments utilizing a car share program, and developments complying with Transit-Oriented Development standards in the code (Sec. 30.11.4.2). However, considering the availability of public transit that meets the criteria (such as the requirement that the transit in consideration come at 15 minute frequencies from 7 a.m. to 7 p.m.), these policies may be too restrictive.

- R-AH Affordable Housing Dwelling District not used. The R-AH district is not being used. This may be due to a variety of factors, such as height and setback restrictions, or affordability requirements. A study or analysis may be needed to understand the limitations of this district and calibrate requirements and incentives.

- Not In My Back Yard (NIMBY) Syndrome. The social and financial stigma of affordable housing can lead to significant resistance from surrounding properties, and the accessibility of educational information may only be accessible to those with the time and funds to participate.

There are many concerns being balanced by Seminole County leaders. For example, while being environmentally-conscious, the county has implemented a requirement that parking spaces for affordable multifamily housing developments included 20% that are EV-capable, adding

additional cost to develop required minimum parking which is already a barrier to affordable housing development. Seminole County has also had concerns about protecting its rural communities from development, even affordable housing. For example, a 300-unit Live Local Act development faced opposition in early 2025 from local conservation groups including Friends of the Wekiva River. The County also opted out of providing tax breaks to Live Local Act developments as of 2024. It is important for the county to take into consideration the deficit of housing units that are attainable to the population of the county when making housing policy decisions, and carefully consider implementation of the tools available to create housing types and a housing market with units that are more affordable.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The Seminole County Economic Development department focuses heavily on business retention, using in-house resources to help local companies navigate programs and incentives, with many strategic regional partners including the Orlando Economic Partnership (OEP), Seminole State College, and CareerSource of Central Florida. The county's Office of Strategic Initiatives also plays a role, seeking new partnerships from the private and public sector and funding opportunities for economic well-being and digital equity initiatives to ensure that Seminole County is sustainable and adaptable through

Workforce development plays a central role in the county's economic strategy. The county supports employer-driven training programs, work-based learning opportunities, and targeted initiatives to upskill existing workers and lead them through a career advancement pipeline. Education forms the backbone of the workforce supply. The public primary school system, managed by Seminole County Public Schools, is consistently graded "A" by the state. Seminole State College of Florida further strengthens the county's educational ecosystem by offering stackable credentials, career certificates, and associate and bachelor's degrees, including fields like construction, healthcare, design, and engineering. Their collaboration with employers helps tailor workforce credentials to high-demand industries and supports students through pathways like UCF's DirectConnect transfer program.

The local job market reflects both opportunities and challenges. Florida Commerce shows that the county has a net outflow of -5,543 workers, with a lower number of workers with Bachelors degrees working in the county than those who live in the county. However, unemployment is at 2.8% (five-year average) for the civilian labor force, which is slightly lower than for Florida. The county is working towards the growth of local jobs that cater to the county's higher-educated population. The county is also committed to preserving and supporting the success of existing rural businesses and industries, and identifies this as a priority in the 2045 Envision Seminole Vision Plan under Rural Strategy 4. For example, the County partners with UF/IFAS Extension Seminole County to provide educational programs related to Food and Agricultural Sciences.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	286	661	0	0	0
Arts, Entertainment, Accommodations	23,347	26,480	10	11	0
Construction	26,886	18,308	12	7	-5
Education and Health Care Services	30,440	53,009	13	21	8
Finance, Insurance, and Real Estate	25,347	21,282	11	9	-3
Information	5,570	5,434	2	2	0
Manufacturing	8,897	12,226	4	5	1
Other Services	7,681	11,140	3	4	1
Professional, Scientific, Management Services	26,034	43,079	11	17	6
Public Administration	20,740	8,610	9	3	-6
Retail Trade	29,005	27,354	13	11	-2
Transportation and Warehousing	4,572	14,569	2	6	4
Wholesale Trade	8,849	7,205	4	3	-1
Total	226,503	249,357	--	--	--

Table 39 - Business Activity

Data Source: QWI Explorer 2024 Q3 – Seminole County for Number of Workers; Table S2405 2019-2023 ACS 5-YR Estimates – Seminole County for Number of Jobs

Labor Force

Total Population in the Civilian Labor Force	**260,516**
Civilian Employed Population 16 years and over	249,357
Unemployment Rate	2.8%
Unemployment Rate for Ages 16-24	10.65%
Unemployment Rate for Ages 25-65	3.55%

Table 40 - Labor Force

Data Source: 2019-2023 ACS Tables DP03 (Total Population, Civilian Employed 16 and Over, Unemployment Rate), S2301 (Unemployment Rate by Age)

Occupations by Sector	Number of People
Management, business and financial	49,779
Farming, fisheries and forestry occupations	314
Service	36,713

Occupations by Sector	Number of People
Sales and office	60,322
Construction, extraction, maintenance and repair	16,285
Production, transportation and material moving	21,176

Table 41 – Occupations by Sector
Data Source: 2019-2023 ACS, Table 2401

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	144,709	59.0%
30-59 Minutes	82,411	33.6%
60 or More Minutes	18,150	7.4%
Total	245,270	100%

Table 42 - Travel Time
Data Source: 2019-2023 ACS, Table S0801

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	8,675	842	5,651
High school graduate (includes equivalency)	39,705	1,850	11,640
Some college or Associate's degree	65,290	2,344	13,271
Bachelor's degree or higher	100,571	2,137	16,006

Table 43 - Educational Attainment by Employment Status
Data Source: 2019-2023 ACS, Table B23006

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	385	1,001	1,476	1,966	2,823
9th to 12th grade, no diploma	4,000	2,226	2,259	5,398	3,536
High school graduate, GED, or alternative	10,966	13,203	11,343	26,799	20,218

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Some college, no degree	11,439	12,691	11,725	22,737	16,734
Associate's degree	5,098	8,752	9,079	13,577	7,362
Bachelor's degree	5,837	21,652	21,595	34,889	15,826
Graduate or professional degree	494	8,350	11,231	18,860	10,980

Table 44 - Educational Attainment by Age

Data Source: 2019-2023 ACS, Table B15001

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	51,271
High school graduate (includes equivalency)	28,724
Some college or Associate's degree	37,498
Bachelor's degree	44,397
Graduate or professional degree	60,856

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2019-2023 ACS, Table S2001 – Population 24 years and over with earnings

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the Business Activity table, the largest employment sectors by number of workers are Education and Health Care Services (30,440 workers), Retail Trade (29,005 workers), and Construction (26,886). The largest employment sectors by number of jobs are Education and Health Care Services (43,079 jobs), Professional, Scientific, and Management Services (43,079 jobs), and Retail Trade (29,005 jobs).

Describe the workforce and infrastructure needs of the business community:

According to the Business Activity table, while Construction and Professional, Scientific, and Management Services are two of the largest sectors, Construction has more workers than jobs, and Professional, Scientific, and Management Services has far more jobs than workers. Overall, jobs and workers are pretty evenly matched for many of the sectors in Seminole County, including Agriculture, Mining, Oil & Gas Extraction, Arts, Entertainment, Accommodations, Information, Manufacturing, Retail Trade, Wholesale Trade, and Other Services. Sectors with more workers than jobs include Public Administration, Construction, and Finance, Insurance, and Real Estate. Sectors with more jobs than workers include Education and Health Care

Services, Professional, Scientific, and Management Services, and Transportation and Warehousing.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

There are several development initiatives underway in Seminole County. Investment in the Orlando Sanford International Airport is expected to drive growth and future development. Leveraging its 800 acres of prime real estate, the county has been seeking investment in airport projects. Current projected projected investment is currently estimated to be about $300 million, which will create more than 1,000 high-wage jobs. The county and airport are also working on a $61 million indoor sports and festival complex nearby.

Seminole Towne Center in the City of Sanford is being redeveloped. It is a near-empty mall and 76 acres of property that sold for $17 million to The Ardent Companies, a real-estate group based in Atlanta. The group plans to use the site for mixed-use development, including the city's first Costco and a new hotel. This will be the largest redevelopment project in Seminole County's history, and will generate many jobs. As an economic center, mobility is a concern, although the site sits adjacent to I-4, S Florida 417, and W Florida 46 major roads.

In March 2025, the Seminole County Board of County Commissioners has approved the establishment of the Seminole County Tourism Improvement District (TID), a dedicated funding mechanism designed to strengthen the County's position as a premier sports tourism destination. This new tax of $1.75 per room will generated an estimated $3.2 million annually to enhance sports tourism infrastructure, attract high-profile events, and support other economic development initiatives.

In contrast, the sunsetting of CRAs in the county may negatively impact infrastructure and jobs changes by reducing funds available for infrastructure and job training projects. The Casselberry CRA will sunset December 11, 2025.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

A detailed examination of commuting patterns for Seminole County published in 2024 by Florida Commerce shows that the county has a net outflow of -5,543 workers. With regard to educational attainment, there is a higher rate of workers living in Seminole County with a

Bachelor's or advanced degree (23.1%) than workers who work in Seminole County (20.9%), indicating that higher-educated people living the county are leaving the county for work. Workers employed in Seminole County are clustered in fields that require a lower education, including Retail Trade (13.8%), and Construction (11.1%) industries. Workers living in Seminole County are concentrated in higher-educated fields, including the Health Care and Social Assistance (12.6%) field.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Seminole County Economic Development is housed within Seminole County government, allowing the county to leverage in-house resources to help local businesses meet their economic needs. The agency provides and coordinates with several workforce development organizations and initiatives, including:

- CareerSource Central Florida, a one-stop system that links employers to qualified applications while providing employment, education, and training services to job seekers.
- Summer Work Experience Internship Program, connecting business partners with student interns.
- Incumbent Workers Training Program, providing training to currently employed workers.
- Quick Response Training Program, a training program designed to assist new value-added businesses and provide existing Florida businesses with the necessary training for expansion.
- Central Florida Employment Council (CFEC), a nonprofit organization that works to match employers with job candidates online and in the community.
- Food Manager Training, an 8-hour food and safety training resulting in a National Certification that is valid for five years that is required for all venues that serve food and beverages.
- Agriculture licensing support through continuing education (CEU) courses.

These job training programs, in addition to job training focused on homeless and low-income individuals provided by non-profits such as Christian HELP, and services and job promotion provided by private business organizations such as the Chambers of Commerce of Seminole County, Casselberry, Oviedo-Winter Springs, and Greater Sanford, provide vital community services which Seminole County takes into account when asset mapping existing services and

gaps in service provision. Collaboration with these agencies and organizations will ensure support for workers and future employees is available within the county.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

As a member of the East Central Florida Regional Planning Council (ECFRPC), Seminole County is included in the East Central Florida Comprehensive Economic Development Strategy (CEDS). The ECFRPC was designated as an Economic Development District (EDD) by the U.S. Economic Development Administration (EDA) in 2003. As such, the ECFRPC acts on behalf of eight counties in the region to reduce the administrative costs of regional grant applications, prepares and maintains the CEDS annually and every five years as required by the EDA, and submits letters of support for projects applying to the EDA for funding.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The CEDS brings together stakeholders from the public and private sectors in the creation of a development roadmap to strengthen and diversify the regional economy. The ECFRPC's CEDS underwent a major update in 2022. The key to accomplishing the goals of the CEDS is for the ECFRPC and its participating counties to win and allocate grant funds through various federal, state, and local programs such as the Economic Development Administration (EDA).

In recent years, the ECFRPC Economic Development program has helped secure millions of dollars in federal and state grants for the region, including grants for studies and solution-oriented work around brownfields, economic resiliency, and health and food systems. For example, the ECFRPC won a grant through Resilient Florida to do a Risk & Vulnerability Assessment for the region. This project included a housing vulnerability assessment, which can be used in coordination with the Consolidated Plan to understand the vulnerability of different types, ages, and locations of housing to climate risks and hazards such as flooding.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

A “concentration” of housing problems refers to a geographic area, neighborhood, or census tract within the jurisdiction where households experiencing one or more HUD-defined housing problems — such as cost burden, overcrowding, lack of kitchen or plumbing facilities — are present at a significantly higher percentage than the overall jurisdiction-wide average. The county will use HUD’s definition of “disproportionate” to identify areas that are substantially higher: 10 percentage points higher than the jurisdiction as a whole.

According to census data, there are no areas in Seminole that meet the HUD definition of having a “concentration” of housing problems. However, Seminole County likely has households with multiple housing problems concentrated in older urbanized areas, particularly within parts of Sanford, Altamonte Springs, and Casselberry, where lower-income renter households are more prevalent.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

In 2024, Census Tract 205 in the City of Sanford, within Seminole County, was designated a Racially or Ethnically Concentrated Area of Poverty (R/ECAP) by the Florida Housing Finance Corporation (FHFC), in accordance with HUD’s definition. HUD defines a R/ECAP as tracts where at least 40% of the population is living below the poverty line and in which a concentration of individuals who identify as other than non-Hispanic White exceeds 50% of the population of the census tract. Fewer than 1% of all census tracts in Florida are RECAPS. Tract 205 in the City of Sanford had a 44.2% poverty rate and 82.5% minority rate.

For the purposes of this plan, an area of low-income concentration will be defined as a census tract where the median household income (MHI) for the tract is 50% (CDBG low-income) or less than the Median Household Income (MHI) for the county. According to the 2019-2023 ACS five-year estimates, the MHI in the county is $83,030. A tract is considered to have a low-income concentration if the MHI is $41,515 or less. There are three census tracts meeting this definition in Seminole County including 201.01, 205, and 209.01. It is important to note that all of these tracts are located in the City of Sanford, which for HUD allocation purposes, is its own Entitlement Community.

There are also numerous census tracts in the county where the population is at least 51% LMI (income is at or below 80% of the area median income) and qualify as low-and moderate-income target areas for the purposes of CDBG.

What are the characteristics of the market in these areas/neighborhoods?

Census Tract 201.01

The population in this tract is 1,291 with a total of 908 housing units and 752 family households. The median household income is $35,547 with an employment rate of 44%. This tract is primarily rental households at 78% with a median gross rent of $989. There are 131 vacant housing units in this tract.

Census Tract 205

The population in this tract is 2,778 with a total of 1,428 housing units and 1,234 family households. The median household income is $38,171 with an employment rate of 48%. This tract is primarily rental households at 70% with a median gross rent of $1,409. There are 351 vacant housing units in this tract.

Census Tract 209.01

The population in this tract is 4,572 with a total of 2,024 housing units and 1,929 family households. The median household income is $40,156 with an employment rate of 62%. This tract is primarily rental households at 80% with a median gross rent of $1,493. There are 214 vacant housing units in this tract.

Are there any community assets in these areas/neighborhoods?

Community assets can be tangible or intangible and are anything that betters the quality of life. Since these tracts fall within the City of Sanford, economic incentives may be offered including efforts to revitalize neighborhoods through Opportunity Zone designations as well as programs intended to spur economic opportunity such as the Supplemental Economic & Tourism Development Tax Rebate, the Economic Development Tax Abatement, City of Sanford Utility Franchise Fee Rebate, International Trade & Development Grant, the Community Development Block Grant (CDBG), and New Market Tax Credit (NMTC).

Another primary asset that could help with the revitalization of these neighborhoods is the Community Redevelopment Agency (CRA). CRA's are a major asset that partner with the city and county to implement large scale community redevelopment activities that increase access

to community assets such as affordable housing, transportation, and employment. The City of Sanford CRA's purpose is to revitalize and enhance neighborhoods by strengthening economic vitality and livability. The Agency offers numerous grants to incentivize private investment that improves facades, assists redevelopment and new construction financing, and funds programs that promote community events and free public transit.

Seminole County housing and community development programs are also an asset to these underserved communities. The county receives state and federal funding that can address community needs throughout the county and in the City of Sanford to an extent. The county's State Housing Initiatives Partnership (SHIP) Program is an asset for low-income concentrated areas as through this program the county partners with the city to provide purchase assistance and housing rehabilitation to low-income households.

Are there other strategic opportunities in any of these areas?

Based on the number of vacant housing units in these areas, total of 696, the county may have an opportunity to pool resources and partner with the city to increase access to affordable housing through housing rehabilitation or redevelopment activities. There may also be an opportunity for adaptive re-use in these areas and increased partnership opportunities with a Community Land Trust to support permanent affordable housing.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The county funded a countywide broadband accessibility study in 2022 to understand residents' ability to access broadband services, and pinpoint underserved geographic areas. Findings revealed that while Seminole County appears to be broadly covered, with approximately 99.85% of the county having access to 100 Mbps internet speeds, primarily provided by Charter Communications (Spectrum), many gaps exist, especially in the availability of high-speed, reliable service.

Although base-level internet is widely accessible, higher-speed options are far less consistent. Communities in Altamonte Springs, Casselberry, Longwood, and Geneva, for instance, often have limited or no providers offering connections at or above 100/10 Mbps. Satellite and cable-based services are most common, but these options frequently fall short in terms of reliability and affordability. Survey data reinforces this, with over half of respondents reporting frequent slowdowns or outages each month. Moreover, limited competition among internet providers results in most households having only one high-speed option in any given area, thereby reducing consumer choice and potentially driving up prices.

This lack of reliable, high-speed internet poses particular challenges for low- and moderate-income households, who increasingly rely on digital access for work, education, healthcare, and essential services. While many residents have access to electronic devices, they cannot sufficiently utilize them as their at-home internet provider due to inconsistent or unavailable quality tower or satellite proximity. For students and workers alike, this digital divide can have serious consequences, limiting access to online learning platforms, remote job opportunities, telemedicine, and civic participation. Fortunately, nearly all low-income households in Seminole County are eligible to receive support through the Federal Communications Commission's Affordable Connectivity Program (ACP), which offers a $30 monthly subsidy that can significantly reduce or even eliminate the cost of internet service. Device subsidies are also available through the ACP, helping ensure that affordability is not a barrier to digital inclusion.

The study identified six uderserved project areas: West Sanford (4 unserved homes), Casselberry Winter Springs (7 unserved homes), East Sanford/Midway (15 unserved homes), Geneva North (268 unserved homes), Geneva South (571 unserved homes), and Chuluota Pine Meadows PL (31 unserved homes).

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

When more than one internet service provider exists for the same neighborhood or geographic space, competition between the two not only gives residents and businesses a choice based on their needs, but the competition between the providers can also drive service prices down. Conditions must be met to allow competitors into a community, including infrastructure (5G cell towers, cable lines, and fiber-optic lines, for example), and a high enough density of users to make sense for the provider to enter that market.

Using available data from several provider search engines and data-aggregating platforms, including Broadband Now and Broadband Search, the following was determined for Seminole County. In general, monthly prices are low to average, between $30 and $50 per month. One of the newer forms of home internet is 5G; its service area is limited by proximity to the provider's cell phone towers. Seminole County has four 5G providers, three satellite providers, two fixed wireless providers, one cable provider, one DSL provider, and four fiber-optic providers. The providers with the highest speeds have limited availability throughout Seminole County, while slower speeds are more available.

Provider	Max Upload Speed	Connection Type	Starting Price Per Month
Spectrum	1 Gbps	Cable	$30
AT&T Fiber	5 Gbps	IPBB, Fiber, 5G	$55
Viasat	150 Mbps	Satellite	$99.99
T-Mobile	415 Mbps	5G	$50
Verizon	300 Mbps	5G	$50
EarthLink	100 Mbps	5G	$39.95
Hughesnet	100 Mbps	Satellite	$49.99
XNet Wifi	150 Mbps	Fixed Wireless	$85
Wow!	5 Gbps	Fiber	$40
Florida High Speed Internet	50 Mbps	Fixed Wireless	-
Starlink	220 Mbps	Satellite	$50
Quantum Fiber	8 Gbps	Fiber	$45
Century Link	80 Mbps	DSL	$55
Metronet	5.12 Gbps	Fiber	$29.95

Table 47 – Broadband Service Providers

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Seminole County is threatened by a variety of natural hazards, and climate change has led to increased heat during summer months with record-high temperatures every year, and more unpredictable weather and storm patterns. Hazards that impact Seminole County are identified, described, and given a risk level in the county's Local Mitigation Strategy. The following hazards were rated "high" in terms of their relative risk:

- Critical Infrastructure Disruption (communication, power, utilities) (71% risk), mainly due to severe thunderstorms in the summer or in extreme cases tropical cyclones. This hazard impacts less than 25% of the county but has widespread economic impacts.

- Drought and Water Shortage (62% risk), caused by abnormally dry weather for long periods of time. This hazard impacts 100% of Seminole County, and has documented occurrences in 2012, 2015, 2017, 2018, and 2019.

- Flooding (62% risk), mainly due to water overflow along and at the mouths of the county's rivers and lakes. Flooding impacts anywhere in the county where heavy rainfall occurs, and can cause utility outrages, economic disruptions, and damage to structures in low-lying areas. The county has seen an increasing rate of significant occurrences (1924, 2004, 2008, 2017, 2018). The highest flooding crest (11.09 ft) occurred at Lake Harney, the mouth of St. Johns River, in 2008. The County has two commercial repetitive loss properties, Altamonte Springs has four, and Sanford has three.

- Tropical Cyclones (Hurricanes and Tropical Storms) (76%); depending on the location of the storm's path, this hazard can impact parts of or the entire county, causing food and water issues, economic disruption, structural damage to homes, transportation infrastructure, businesses, and more. Tropical cyclones have impacted Seminole County in 2004, 2005, 2008, 2016, 2017, 2022, 2024.

- Tornadoes (62%); tornadoes can occur anywhere in Florida, but when they do occur they are isolated and impact less than 25% of the county. Seminole County has been impacted by 28 tornadoes that have caused significant damage since 1966. Tornadoes can be particularly costly; for example, in 1998 a tornado cost $31 million in damage.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Mobile homes, poorly constructed and substandard housing apartment complexes, and older low-rent housing units are extremely susceptible to damage and destruction by nearly all hazards that could potentially impact Seminole County, particularly the ones that the County is at high-risk of experiencing. Low-income individuals, regardless of their living situation, are more at-risk of the impacts of climate hazards due to a lack of funds to mitigate for potential damage and loss, and limited funds and flexibility to recovery after a disaster strikes.

According to the county's Local Mitigation Strategy, unincorporated Seminole County has 38 repetitive loss residential properties, Altamonte Springs has two, Oviedo has one, Sanford has seven, and Winter Springs has three. Knowing this, the County is making efforts to eliminate or reduce future flooding to those properties through various mitigation techniques, and works with the jurisdictions and home occupants to apply for grants and programs.

The most recent hurricane for which Seminole County was disaster-declared was Hurricane Milton in 2024. According to data from the Florida Housing Coalition's Disaster Housing Dashboards, Seminole County had 17,890 individual applicants to FEMA, which is a typical measure of the extent of storm damage to individual residences. Of these, 56% were renters and 44% were owners; 53.63% were a single-family house or duplex, 27.95% were apartments, 5.06% were townhomes, 4.06% were condos, and 2.59% were mobile homes; 8.46% made an income of less than $15,000, 19.25% made an income of $15,00-$30,000, and the largest income group was $30,001 to $60,000 at 36.61%, while those making $60,000-$120,000 made up 21.27% and those making more than $120,000 made up 7.80%; and 9.96% of applicants were over age 65. Of applicants aged 65 and over, which is typically considered the most vulnerable age group due to ability and income challenges, 59% were renters, and 62.96% reported incomes under $60,000 annually. Many applicants don't end up qualifying for FEMA assistance for a variety of reasons, and for Milton, only 1.11% of applicants ultimately qualified for housing assistance and 5.93% qualified for other needs assistance (such as food and car payments).

Older homes that may not be fortified for extreme weather or natural hazards are also more at-risk. According to the ACS 2023 5-YR estimates, in Seminole County, 66% of the housing stock is owner-occupied, and 34% is renter-occupied. Of all homes in the housing stock, 29% were built prior to the year 1980, making them over 45 years old; 20% representing owner-occupied homes, and 9% representing renter-occupied homes. Of all homes in the housing stock built between 1970 and 1979, 13% are owner-occupied and 6% are renter occupied, and of all

homes in the housing stock built prior to the year 1970, 13,805 (7%) are owner-occupied and 6,562 homes (4%) are renter-occupied.

In summary, renters, particularly renters who are older and who have special needs, are the most vulnerable to all hazards. Seminole County also has a significant number of aging homes, particularly homes that are owner-occupied. These individuals may be at risk of heirs-property challenges; for example, in the event of a disaster, a homeowner or heir must have clean title in order to collect FEMA assistance.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The strategic plan is the framework for how the county will invest its CDBG, HOME, and ESG funding for PY 2025-2029 based on the data and information analyzed in the needs assessment, market analysis, and in consideration of stakeholder input. The strategic plan outlines goals and outcomes for addressing priority needs. A summary of the information and data found in the strategic plan is below.

Geographic Priorities –Seminole County will invest CDBG, HOME, and ESG dollars county-wide based on census tract eligibility, the level of need, the availability of funds, and program capacity. In certain instances, the county will make investments as a "direct benefit" to eligible applicants and populations based on the HUD eligible activity and in accordance with income qualification requirements.

Priority Needs – Funds are allocated based on priority needs established from analysis of the needs assessment, market analysis, and from public input. The county identified five (5) priority needs including: affordable housing, public services, neighborhood revitalization, ending homelessness, and planning and administration.

Influence of Market Conditions – In making funding decisions, the county will also consider housing market conditions. Housing market considerations include the limited availability of affordable housing and the high incidence of housing cost burden. Changes in the housing market including fluctuating interest rates, housing supply and demand, current loan products, and home prices will also influence how investments are made.

Anticipated Resources –The city anticipates having available $11,432,060 of Community Development Block Grant (CDBG) grant, $4,490,570 of HOME Investment Partnerships Program (HOME), and $966,920 of Emergency Solutions Grant (ESG) funds over five-years (2025-2029). This is based on annual funding allocations remaining level and subject to an approved federal budget. The county will also leverage federal dollars with other resources, when possible, to maximize community investment and increase project impact.

Institutional Delivery Structure – The Community Services Department is responsible for overall program administration, but the county's institutional delivery structure is comprised of various county departments, housing partners, non-profit organizations, local business partners, and civic leaders that will participate in the delivery of services and in carrying out program objectives.

Goals – The county has set six goals to address priority community needs including: produce and preserve affordable units, support housing affordability, stabilize low-income populations, improve public facilities and infrastructure, enhance homeless response, and planning and administration.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

1	**Area Name:**	**City-wide**
	Area Type:	Other
	Other Target Area Description:	Other
	Identify the neighborhood boundaries for this target area.	Seminole County limits and distinctive rural-urban boundaries, including incorporated cities but excluding the City of Sanford (separate Entitlement).
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Input received through public meetings, a community needs survey, and a stakeholder dialogue session identified trending priority needs including affordable housing, public services, homelessness, and infrastructure improvements. These consultation efforts directly informed geographical interests by indicating that while there are certain areas where needs are high, investing county-wide will provide greater impact and overall benefit to Seminole County residents.
	Identify the needs in this target area.	The needs assessment, market analysis, and community meetings determined that various areas throughout the county suffer from a lack of affordable housing, the need to revitalize community roadways and infrastructure, and make public improvements. There is also a high number of cost-burdened and poverty-stricken residents, particularly low-income and vulnerable populations, needing poverty reducing public and homeless services.

	What are the opportunities for improvement in this target area?	The county has the opportunity to invest in activities that will increase access to affordable housing through new construction, housing rehab, and rental assistance; revitalize neighborhoods through public improvements; and reduce poverty for low-income and vulnerable populations through the provision of public and homeless services. The county also has the opportunity to positively utilize vacant and abandoned structures to increase access to affordable housing.
	Are there barriers to improvement in this target area?	The housing market and inflation pose significant barriers to fully improving housing affordability for county residents. Organizational capacity of housing partners also poses a challenge to large scale development.

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Seminole County allocates HUD funds geographically based on a combination of factors designed to ensure that resources address the most pressing community needs and maximize impact. Key considerations include:

- Concentration of Low- and Moderate-Income Populations: Priority is given to neighborhoods and census tracts with the highest percentages of households at or below 80% of Area Median Income (AMI). This ensures compliance with program requirements and focuses investment where residents are most economically vulnerable.

- Identified Housing and Community Development Needs: Geographic allocations is guided by data from the most recent needs assessments, market analyses, and input from community stakeholders. Areas with older housing stock, high rates of

substandard housing, or documented infrastructure deficiencies may be a focus for revitalization.

- Alignment with Strategic Goals: Investments are allocated on a county-wide basis but may focus in areas where they support broader community revitalization efforts, complement other public and private investments, and advance local goals such as neighborhood stabilization, affordable housing production, or fair housing choice.

- Public Input and Engagement: The allocation strategy reflects feedback from residents, neighborhood associations, non-profit partners, and other stakeholders gathered through public hearings, surveys, and consultation processes.

- Coordination with Other Resources: Geographic allocation considers the availability of other local, state, and federal funding sources to leverage HUD dollars and avoid duplication of effort.

Geographical interests will be based on the level of need, scale and type of project, and availability of funding and evaluated based on cost-effectiveness, feasibility, and measurable outcomes. The plan goals established are intended to benefit eligible residents county-wide, therefore funding allocations will not be based on specific geographical preferences (target areas). For area benefit activities the county will comply with federal regulations and allocate funding in neighborhoods or census tracts that qualify as at least 51% low-to moderate-income. The county will also consider how projects align CDBG, HOME, and ESG funding with other federal, state, or local initiatives (e.g., SHIP, LIHTC) for greater impact and encourage partnerships with non-profits, developers, and community organizations.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	**Priority Need Name**	**Affordable Housing**
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Persons with HIV/AIDS and their Families Victims of Domestic Violence Veterans Homeless Persons
	Geographic Areas Affected	Countywide
	Associated Goals	Produce or Preserve Affordable Units Support Housing Affordability
	Description	Support the provision of decent housing by increasing the availability/accessibility of affordable housing. The county will address the priority need by funding activities that support affordable housing including, but not limited to, the new construction of affordable housing, minor or moderate housing rehabilitation activities for the restoration of substandard housing units and/or emergency repairs for low- to moderate income households, and the provision of rental assistance.

	Basis for Relative Priority	The county conducted a comprehensive analysis of quantitative and qualitative data to determine strengths and gaps to identify priority needs. This priority need was selected due to the results of a housing needs assessment and market analysis revealing a lack of affordable housing, cost burden for both renters and owners, and presence of substandard housing. Robust community engagement with residents, housing providers, non-profit organizations, social service providers, and other relevant stakeholders supports the findings.
2	**Priority Need Name**	**Public Services**
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Veterans At-Risk Youth Homeless Persons
	Geographic Areas Affected	Countywide
	Associated Goals	Stabilize Low-Income Populations

	Description	Promote poverty reduction, upward mobility, and self-sufficiency by funding organizations providing essential services for low-income, vulnerable, and limited clientele populations. Activities include, but are not limited to, services for seniors, youth, individuals with disabilities and the homeless and medical health and mental health services.
	Basis for Relative Priority	The county conducted a comprehensive analysis to identify existing supportive services intended to reduce poverty, provide housing stability, and promote upward mobility and self-sufficiency and to determine gaps in service delivery. This priority need was selected due to the results of the analysis which revealed the unmet needs of the county's low-income and vulnerable populations. In an inflated market support services are greatly needed to provide housing and financial stability. The analysis also revealed a need for health and mental health programs and services. Robust community engagement with residents, housing providers, non-profit organizations, social service providers, and other relevant stakeholders supports the findings.
3	**Priority Need Name**	**Neighborhood Revitalization**
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Countywide
	Associated Goals	Improve Public Facilities and Infrastructure
	Description	Encourage community revitalization by investing in public facilities or infrastructure improvements such as, but not limited to, improvements of infrastructure, playgrounds, waterlines, curbs, sidewalks, streetlights, sewers, internet and community centers.

	Basis for Relative Priority	The county conducted a comprehensive analysis of quantitative and qualitative data to determine strengths and gaps to identify priority needs. This priority need was selected due to the results of a housing needs assessment and market analysis revealing that public facilities and infrastructure will need to be expanded or updated to support population growth, affordable housing activities, and overall revitalization efforts to provide suitable living environments for the county's low -income and vulnerable populations. Robust community engagement with residents, housing providers, non-profit organizations, social service providers, and other relevant stakeholders supports the findings.
4	**Priority Need Name**	**Ending Homelessness**
	Priority Level	High
	Population	Homeless Persons Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Citywide
	Associated Goals	Enhance Homeless Response

	Description	Reduce homelessness and provide housing stability through the provision of assistance to extremely low-, very low-, low-, and low-to-moderate income households to provide shelter or prevent them falling into homelessness. Activities include, but are not limited to, shelter operations, street outreach, rapid re-housing, and administration of HMIS.
	Basis for Relative Priority	The county conducted a comprehensive analysis of quantitative and qualitative data to determine strengths and gaps to identify priority needs. This priority need was selected due to the results of a homeless needs assessment which identified existing homelessness in the county and the need for shelter and supportive services to help reduce homelessness or prevent families and households from becoming homeless. Robust community engagement with residents, housing providers, non-profit organizations, social service providers, and other relevant stakeholders supports the findings.
5	**Priority Need Name**	**Planning and Administration**
	Priority Level	High
	Population	N/A
	Geographic Areas Affected	Countywide
	Associated Goals	Planning and Administration
	Description	Management and operation of tasks related to administering and carrying out the county's HUD CDBG, HOME, and ESG programs, maintaining compliance with federal regulations, and preparing regulatory documents.
	Basis for Relative Priority	The county conducted a comprehensive housing needs assessment and market analysis to determine activities to carry out during the consolidated plan period to provide decent housing, a suitable living environment, and economic opportunities for its residents. The Community Services Department is responsible for the administration of HUD grants and carrying out activities in accordance with federal regulations which resulted in the identification of planning and administration as a priority need.

Table 47 – Priority Needs Summary

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	• Availability of affordable rental housing stock for families of all sizes. • Availability of voucher programs. • Availability of enforcement agencies to regulate eligibility terms and conditions of tenant based rental assistance program. • Local land use policies and jurisdiction comprehensive planning goals that support the development of multi-family housing stock. • High rates of cost burden and severe cost burden especially for LMI renters.
TBRA for Non-Homeless Special Needs	• Availability of affordable rental housing stock for individuals with disabilities, the elderly, victims of domestic violence, people suffering from substance abuse, or individuals living with HIV/AIDS. • Availability of voucher programs. • Availability of enforcement agencies to regulate eligibility terms and conditions of tenant based rental assistance programs. • Availability of enforcement agencies to regulate accommodation and modifications for individuals with disabilities and their families. • Availability of supportive housing services. • Local land use policies and jurisdiction comprehensive planning goals that support the development of accessible multi-family housing stock for individuals with disabilities and their families. • High rates of cost burden and severe cost burden especially for LMI renters. • Lower household income of individuals with special needs.

New Unit Production	• Local land use policies and jurisdiction comprehensive planning goals that support the development of affordable owner and rental housing. • Current cost of materials for new unit production. • Availability of incentives to developers to produce new single family and multi-family affordable housing units. • Limited supply of decent, affordable housing that represents the housing need based on size and household income. • Availability of surplus land or cost of land.
Rehabilitation	• Current cost of materials for rehabilitation. • Condition of housing units. • Age of housing stock.
Acquisition, including preservation	• Evaluation of fair market prices for home purchases. • Cost of materials for redevelopment • Increasing home values. • Fluctuating interest rates. • Stricter lending requirements and underwriting criteria. • Availability of loan products. • Inventory of homes and lands for sale.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs will have a significant impact on Seminole County by addressing critical housing and community development needs. CDBG helps revitalize neighborhoods, improve public facilities, and support economic development, especially benefiting low- and moderate-income residents. The HOME program expands the supply of affordable housing through construction, rehabilitation, and assistance for homeownership and rental opportunities. ESG focuses on preventing and addressing homelessness by funding emergency shelters, rapid rehousing, and homelessness prevention services. Together, these programs strengthen community infrastructure, promote stable housing, and enhance the quality of life for vulnerable populations.

Over the five-year period beginning October 1, 2025, and ending September 30, 2029, Seminole County intends to have available HUD funds to carry out housing, public service, and community development activities and plans to leverage other resources, when available, for greater impact. Estimated amounts are dependent on the annual federal program allocations remaining the level and are subject to an approved federal budget. Anticipated five-year HUD funding availability is $11,462,060 of Community Development Block Grant (CDBG), $4,490,570 of HOME Investment Partnerships Program (HOME), and $966,920 of Emergency Solutions Grant (ESG) funds. The county may also have available $920,651 in CDBG prior year resources and $697,065 in HOME prior year resources that will be expended over the 5-year Consolidated Plan period.

The goals and outcomes identified in the 5-Year Goals table reflect the total anticipated accomplishments to be achieved over the Consolidated Plan period using all available resources. This includes new annual allocations of CDBG, HOME, ESG, and other applicable funding, as well as any prior year resources carried forward and reprogrammed for eligible activities. The use of prior year resources allows the jurisdiction to maximize impact, address evolving community needs, and fully expend available funds to meet priority goals identified in this plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	Public Services Public Facilities Public Infrastructure Planning & Admin	$2,292,412	$0	$920,651	$3,213,063	$9,169,648	Prior year resources are from PY20, PY21, PY22, PY23, and PY24 and allocated for public facilities, housing rehabilitation, and TBRA program delivery. Prior year resources may be available for year-one of the Con Plan but are not guaranteed for the remainder of the plan. Therefore, $920,651 is not included in the calculation for available funds for the remainder of the Con Plan.

HOME	Federal	Affordable Housing CHDO Set-Aside Planning & Admin	$898,114	$0	$697,065	$1,595,179	$3,592,456	The County will utilize HOME funds to increase access to affordable housing through new construction, rehab, and rental assistance. 15% will be set aside for the CHDO to carry out housing activities. Prior year resources are from PY20, PY21, PY22, PY23, and PY24 and allocated for new construction, rehab, and rental assistance. Prior year resources may be available for year-one of the Con Plan but are not guaranteed for the remainder of the plan. Therefore, $697,065 is not included in the calculation for available funds for the remainder of the Con Plan.

ESG	Federal	Rapid Re-Housing Shelter Operations Street Outreach HMIS Planning & Admin	$193,384	$0	$0	$193,384	$773,536	ESG Entitlement program funds will be used to provide shelter for those experiencing homelessness and to provide housing security for those at-risk of becoming homeless. The county will support shelter operations, rapid re-housing, street outreach, and HMIS activities.

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraging

Seminole County has identified funding sources that can be pooled to make a greater impact within the community. Although federal, state, private, and local grant program funds and activities operate according to their own guidelines and requirements, they are frequently combined to provide a higher level of funding for housing and community development needs. Seminole County will continue to leverage grant funds with other public and private resources to maximize impact for beneficiaries. Leveraging resources aligns goals cross departmentally and supports interagency collaboration for community revitalization. Seminole County routinely emphasizes to applicants the need to leverage federal funds with local funds to stretch the benefit of the federal dollars. These efforts have been successful, and projects funded under CDBG, HOME, and ESG have substantially exceeded accomplishments that could not have been achieved by using federal funds alone.

The county will continue to leverage its federal funds with state funds received through the State Housing Initiative Partnership (SHIP) program, which is used to meet the housing needs of low- and moderate-income households and expand or preserve the availability of affordable housing. Seminole County anticipates having SHIP funds available during the 2025-2029 Consolidated Plan be used for a wide variety of housing programs.

HOME Match

The HOME program requires a 25% local match for any HOME funds drawn. Seminole County meets the HOME match requirements through the costs incurred by a subrecipient to construct a HOME-assisted housing unit. When a subrecipient invests its own non-federal funds or eligible donated resources in the construction of a HOME-funded project, those expenditures count toward the county's local match obligation.

The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities can use as match for HOME. Seminole County reserves the right to use SHIP towards its match liability, if needed.

ESG Match

ESG regulations require grant recipients to make matching contributions equivalent to the ESG annual award- or a 100% match. Matching funds may include contributions to any of the

county's ESG programs, including funds awarded to a subrecipient. The matching requirements are met per 24 CFR Part 576.201. Seminole County meets the ESG match requirements by using general revenue funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Seminole County has increasingly leveraged publicly-owned land and local policy to address its affordable housing needs. Under Florida's Live Local Act (effective July 1, 2023), the county is now required to approve multifamily and mixed-use developments on commercial and industrial lands—much of which is county-owned—without rezoning or lengthy public hearings, provided at least 40% of units remain affordable for 30 years

Seminole County broke ground in August 2023 on six new affordable homes in Sanford's Goldsboro neighborhood, funded by American Rescue Plan Act dollars and situated on county-communally owned parcels. Additionally, the Planning & Zoning Board recently approved converting 0.37 acres of public/quasi-public land in Sanford for a two-home Habitat for Humanity project

The Seminole County Housing Authority continues to manage public housing units—currently 30 rental units in Oviedo—for low-income families. Through these initiatives, the county is actively repurposing its own land inventory—alongside state grants, federal funds, and streamlined zoning—to supply affordable and workforce housing across unincorporated areas and within city limits.

In addition, Florida Statutes Section 166.0451, Disposition of municipal property for affordable housing, requires that cities create an inventory list of real property with fee simple title appropriate for affordable housing. In compliance with the statute, Seminole County maintains the inventory of county-owned surplus land that may be potential properties for the development of permanent affordable housing. The county may partner with nonprofit organizations that develop affordable housing for low-income households. However, the disposition of any of these properties for affordable housing is subject to the discretion of the county. Community Services will review this list during the program year to determine if any of these properties may be disposed of to support affordable housing.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Seminole County Board of County Commissioners	Government	Economic Development Non-Homeless Special Needs Ownership Planning Rental Neighborhood Improvements Public Facilities Public Services	Jurisdiction
Seminole County Community Services Department	Government	Planning Economic Development Homelessness Non-Homeless Special Needs Ownership Rental Neighborhood Improvements Public Facilities Public Services	Jurisdiction
Seminole County Housing Authority	PHA	Public Housing	Jurisdiction
Sanford Housing Authority	PHA	Public Housing	Jurisdiction
Central Florida Commission on Homelessness Continuum of Care (CoC)	Non-Profit Organization	Homelessness	Jurisdiction
Homeless Services Network of Central Florida	Non-Profit Organization	Homelessness	Jurisdiction
Florida Department of Health, Seminole County	Sub-recipient	Community Development Public Services	Regional

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system in Seminole County demonstrates several key strengths, particularly through the active involvement of local government and non-profit organizations. The Seminole County Board of County Commissioners and the Community Services Department play a central role in planning and implementing a wide range of services, including economic development, housing (ownership and rental), neighborhood improvements, public services, and support for non-homeless special needs populations. Additionally, the presence of two public housing authorities, SCHA and SHA, offers a solid structure for managing public housing resources. While SCHA continues to administer housing programs, the SHA is currently undergoing restructuring and does not manage any units or vouchers.

The homeless response system is strengthened by the leadership of the Central Florida Commission on Homelessness and the Homeless Services Network of Central Florida, which together oversee planning, outreach, coordinated entry, and service delivery under the Continuum of Care framework. Furthermore, the Florida Department of Health in Seminole County supports public services and community development through a health-focused lens for vulnerable populations.

Despite these strengths, the system also faces several gaps. The limited public housing capacity in the county is a significant concern. This shortage limits access to truly affordable housing for low-income residents. Another notable gap is the lack of a dedicated entity focused solely on the development of new affordable housing units. While ownership and rental planning are addressed, expanding the housing stock, particularly for extremely low-income households, requires stronger partnerships with non-profit and private developers.

Additionally, the system would benefit from greater involvement of private sector, philanthropic organizations, and faith-based groups, which often play essential roles in leveraging resources, expanding outreach, and filling service gaps.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The service delivery system in Seminole County is designed to address the diverse and complex needs of individuals and families experiencing homelessness. The county offers a range of services through a network of government agencies, non-profit organizations, healthcare providers, and housing authorities.

At the core of the system is the local Continuum of Care, led by HSN, which oversees the coordination of outreach, intake, housing navigation, and case management. The CoC implements a Housing First approach, ensuring that individuals can access permanent housing without preconditions, followed by supportive services tailored to their needs. For chronically homeless individuals, permanent supportive housing is prioritized, combining long-term rental assistance with wraparound services such as mental health counseling, substance use treatment, and life skills development.

Families with children can benefit from access to emergency shelters and transitional housing programs, as well as resources like child care assistance, employment and training, and rental assistance. Case managers help these families develop housing plans, access benefits, and secure stable housing.

For veterans and their families, targeted programs such as SSVF and collaboration with the VA provide housing placement, case management, and services addressing mental health and substance use disorders. Veterans also have access to specialized job training and healthcare resources tailored to their military background and health conditions.

Unaccompanied youth, often facing unique challenges related to trauma, lack of documentation, or aging out of foster care, are served through youth-specific outreach teams, drop-in centers, and transitional housing programs. These services prioritize trauma-informed care and focus on stabilization through education support, employment readiness, and life skills training. Programs also connect youth to mobile clinics and mental health services, which are essential to their long-term stability and well-being.

Throughout the CoC, additional services such as transportation assistance, legal aid, utilities support, and counseling/advocacy help remove barriers to housing and promote long-term stability.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

One of the primary strengths is the presence of a well-coordinated and collaborative network of public agencies, non-profit organizations, healthcare providers, and housing authorities as part of the regional CoC. This structure allows for improved coordination, shared resources, and a more integrated approach to addressing homelessness and special needs housing.

The system offers a broad range of targeted services designed to meet the needs of specific populations, including chronically homeless individuals, families with children, veterans, unaccompanied youth, and individuals with disabilities or HIV/AIDS. The county offers diverse services such as mental health counseling, substance use treatment, employment and training programs, mobile healthcare, legal assistance, life skills training, and transportation support.

Despite these strengths, the system faces several challenges. A primary concern is the limited availability of affordable and supportive housing. The number of deeply subsidized units and permanent supportive housing options remains insufficient to meet demand, and with the Sanford Housing Authority currently inactive, local capacity to administer housing programs is reduced. Access to critical supportive services, such as childcare and transportation, is also inconsistent, particularly for homeless families or those living in rural areas.

Another gap exists in serving unaccompanied youth and young adults. While some support exists, the scale of services like drop-in centers and transitional housing for youth remains limited. Additionally, although the system does provide mental health and HIV-related services, there are often long waitlists or gaps in provider capacity, especially for individuals with co-occurring conditions or complex support needs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

To overcome these gaps in the institutional structure and service delivery system, Seminole County's strategy focuses on strengthening coordination, expanding capacity, and aligning resources to better address priority housing and service needs. This includes cross-sector collaboration, such as formalizing partnerships, improving data sharing, and establishing consistent communication pathways among government agencies, public housing authorities, non-profit service providers, and healthcare organizations.

The county also prioritizes the expansion of affordable and supportive housing options by leveraging state and federal funding sources, supporting development incentives, and collaborating with private and non-profit developers. To improve service access for underserved populations, the strategy emphasizes targeted outreach culturally competent care and expanded mobile and community-based services.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create or Preserve Affordable Housing	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: $229,814 HOME: $3,041,513	Rental Units Rehabilitated: 2 Household Housing Units Homeowner Housing Rehabilitated: 7 Household Housing Units Homeowner Housing Added: 35 Household Housing Units Rental Units Constructed: 2 Household Housing Units

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Support Housing Affordability	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: $540,357 HOME: $1,000,000	Tenant-based rental assistance / Rapid Rehousing: 125 Households Assisted
3	Stabilize Low Income Populations	2025	2029	Non-Housing Community Development	Countywide	Public Services	CDBG: $1,717,600	Public Service Activities Other Than Low/Moderate Income Housing Benefit: 10,730 Persons Assisted
4	Improve Public Facilities and Infrastructure	2025	2029	Non-Housing Community Development	Countywide	Neighborhood Revitalization	CDBG: $7,411,979	Public Facility or Infrastructure Activities Other Than Low/Moderate Income Housing Benefit: 35,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Enhance Homeless Response	2025	2029	Homeless	Countywide	Ending Homelessness	ESG: $894,401	Homeless Person Overnight Shelter: 1,600 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted Other: 300 Other
6	Planning & Administration	2025	2029	Administration	Countywide	Planning & Administration	CDBG: $2,292,412 HOME: $449,057 ESG: $72,519	N/A

Table 52 – Goals Summary

Goal Descriptions

1	**Goal Name**	Create or Preserve Affordable Units
	Goal Description	Support the provision of decent housing by increasing the availability/accessibility of affordable housing. Funds will be used in the construction and/or rehabilitation of new single-family dwelling or multi-family affordable housing units for homeownership by income eligible first-time home buyers. Funds can also be used to rehabilitate existing homes to then be sold to income eligible first-time home buyers. A minimum set aside of 15% will be available to an approved CHDO for the county. Funds will also be allocated to provide assistance to individual households to help them afford the housing costs of market-rate units.
2	**Goal Name**	Support Housing Affordability
	Goal Description	The city will increase homeownership opportunities through purchase assistance activities including providing eligible prospective homebuyers up to 50% of the required down payment, paying reasonable closing cost, and subsidizing interest rates.
3	**Goal Name**	Stabilize Low Income Populations
	Goal Description	Promote poverty reduction, upward mobility, and self-sufficiency by funding organizations providing essential services for low-income, vulnerable, and limited clientele populations. Funds will not exceed the 15% limitation of the annual CDBG allocation and will provide salaries and operational services to entities that provide services to meet the needs of Low-Mod income families, seniors, youth, homeless, and individuals with disabilities.
4	**Goal Name**	Improve Public Facilities and Infrastructure
	Goal Description	Encourage community revitalization by investing in public facilities or infrastructure improvements such as, but not limited to, improvements of infrastructure, playgrounds, waterlines, curbs, sidewalks, streetlights, sewers, internet and community centers. Funds will be used for new or existing facilities that provide services to meet the needs of Low-Mod income or special needs populations.

5	**Goal Name**	Enhance Homeless Response
	Goal Description	Reduce homelessness and provide housing stability through the provision of assistance to extremely low-, very low-, low-, and low-to-moderate income households to provide shelter or prevent them falling into homelessness. Activities will provide local shelters with the means to administer essential services to shelter residents; support rapid rehousing for homeless individuals or families; and prevent individuals or families from becoming homeless; and support the administration of HMIS. The county will allocate no more than 60% of the total ESG budget to street outreach and emergency shelter.
6	**Goal Name**	Planning and Administration
	Goal Description	Management and operation of tasks related to administering and carrying out the county's HUD CDBG, HOME, and ESG programs, maintaining compliance with federal regulations, and preparing regulatory documents.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Seminole County will utilize federal funds to provide affordable housing, as defined by HOME 91.315(b)(2), for 196 extremely low-, low-, and moderate-income households through new construction (37 HH), rehabilitation (9 HH), and tenant-based rental assistance (125 HH), and rapid re-housing (25 HH). In addition, the county will support activities assisting the homeless or at-risk of becoming homeless with housing stability by investing an estimated $600,000 during PY 2025-2029 towards shelter operations and street outreach.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Seminole County Housing Authority is not covered by a Section 504 Voluntary Compliance Agreement requiring an increase in the number of accessible units.

Activities to Increase Resident Involvements

One of the primary goals of the Seminole County Housing Authority (SCHA) is to promote self-sufficiency and long-term housing stability for its residents through homeownership opportunities. Recognizing that homeownership is a critical pathway to financial independence, SCHA is committed to equipping public housing residents with the resources and support needed to transition from rental assistance programs to owning a home.

To achieve this goal, SCHA will continue to actively encourage and educate public housing residents about the benefits and opportunities of homeownership. This includes targeted outreach efforts to families who may qualify for the Housing Choice Voucher (HCV) Homeownership Program, which allows eligible households to use their vouchers toward mortgage payments rather than rent. Through workshops, informational sessions, and one-on-one counseling, SCHA will provide guidance on the homebuying process, credit readiness, budgeting, and mortgage financing to ensure that interested families are well-prepared for homeownership.

Additionally, SCHA will strengthen partnerships with local housing agencies, financial institutions, and homeownership assistance programs to expand access to down payment assistance, homebuyer education courses, and affordable mortgage products. By connecting residents with these essential resources, SCHA aims to remove financial and informational barriers that may prevent low-income families from achieving their homeownership goals.

Furthermore, SCHA will integrate self-sufficiency programs, such as the Family Self-Sufficiency (FSS) Program, to provide additional support to residents striving for economic independence. Through financial literacy training, employment assistance, and savings incentives, this program empowers participants to build financial stability, ultimately making homeownership a realistic and attainable goal.

By continuing these initiatives, SCHA seeks to empower public housing residents to break the cycle of rental dependency and achieve greater economic mobility, fostering stronger, more self-sufficient communities within Seminole County.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the 'troubled' designation

HUD has not designated the Seminole County Housing Authority as a troubled agency. It is considered a standard performer.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Seminole County recognizes that there can be institutional, regulatory, or policy barriers to development and promotion of access to affordable housing. Housing land development code policy can either support the development of smaller, more creative, and therefore more affordable housing types and units, and can increase housing supply which can lead to lower rent and mortgage costs—or they can do the opposite by preventing the development of creative housing types, affordable housing, and housing units overall. The County has several policies in the land development code designed to incentivize affordable housing development, such as the Affordable Housing Dwelling District (Sec. 30.8.4), affordable housing (80% AMI and below) exemptions for impact fees (Sec. 115.21), and the Alternate Density Option (ADO) for affordable housing (Sec. 30.9.7). However, the following barriers may impact the development of affordable housing:

- Density restrictions. Seminole County is largely zoned for single-family housing, with limited density increases allowed in the future land use section of the Comprehensive Plan. The county's urban areas are largely zoned Planned Development, which are more flexible zoning districts allowing for either single or multifamily, but the density level of each development is difficult to determine; since many are between low-density A-1 and low-density R-1 districts, it is likely that they are largely single-family. Large setbacks, low minimum lot coverage requirements, and other lot-related requirements can also negatively impact housing supply.
- Accessory Dwelling Unit (ADU) restrictions. ADUs are allowed in all Single Family, Agricultural, Rural, and single-family Planned Development districts, including by-right in districts A-3, A-5, and A-10. While the code language is thoughtfully written (for example, by including consideration of long-term [minimum 30-day] rental use and manufactured homes as ADUs), one example of restrictive criteria is the requirement of 1 parking space which must be on-site and not located within a required setback or buffer area, nor at the rear of the unit.
- Parking and setback requirements and affordable housing access to transit. Depending on the restrictions of parking and setbacks in the local land use code and comprehensive plan, minimum parking requirements may prohibit development of affordable housing. In addition, low-income households are more likely to depend on public transportation as a means of mobility; a lack of affordable housing near public transportation networks places an inherent restriction on a family's ability to reasonably access housing. Seminole County allows parking reductions for developments utilizing a car share program, and developments complying with Transit-Oriented Development standards in

the code (Sec. 30.11.4.2). However, considering the availability of public transit that meets the criteria (such as the requirement that the transit in consideration come at 15 minute frequencies from 7 a.m. to 7 p.m.), these policies may be too restrictive.

- R-AH Affordable Housing Dwelling District not used. The R-AH district is not being used. This may be due to a variety of factors, such as height and setback restrictions, or affordability requirements. A study or analysis may be needed to understand the limitations of this district and calibrate requirements and incentives.
- Not In My Back Yard (NIMBY) Syndrome. The social and financial stigma of affordable housing can lead to significant resistance from surrounding properties, and the accessibility of educational information may only be accessible to those with the time and funds to participate.

There are many concerns being balanced by Seminole County leaders. For example, while being environmentally-conscious, the county has implemented a requirement that parking spaces for affordable multifamily housing developments included 20% that are EV-capable, adding additional cost to develop required minimum parking which is already a barrier to affordable housing development. Seminole County has also had concerns about protecting its rural communities from development, even affordable housing. For example, a 300-unit Live Local Act development faced opposition in early 2025 from local conservation groups including Friends of the Wekiva River. The County also opted out of providing tax breaks to Live Local Act developments as of 2024. It is important for the county to take into consideration the deficit of housing units that are attainable to the population of the county when making housing policy decisions, and carefully consider implementation of the tools available to create housing types and a housing market with units that are more affordable.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

As one of the fastest growing, most population-dense counties in the State of Florida, Seminole County is committed to ensuring new and existing residents have a place to call home while working towards an overall community vision which involves minimizing environmental impact and protecting agricultural lands. The county has implemented policies that ensure a variety of housing types that are attainable to a wide range of residents, and that provide access and mobility through walking, bicycling, and public transit as alternatives to driving.

Seminole County addresses housing issues through zoning, land use, and transportation planning. For example, the county allows ADUs, and specifies that they must be used for long-term (minimum 30-day) rentals. Policies implementing shared parking, missing middle housing types, and walkable neighborhoods are also key policies aimed at ensuring housing attainability. One of the most impactful land use strategies being taken to reduce barriers to

affordable housing is expansion of mobility and transit options accessible to residential areas through transit-oriented development. Seminole County allows parking reductions for developments utilizing a car share program, and developments complying with Transit-Oriented Development standards in the code (Sec. 30.11.4.2). The county partners with public and private entities, such as SunRail, to deliver transit-oriented development, including a Micro-Transit initiative which will provide zone-based transit service set to launch in October 2025.

To implement affordable housing programs, Seminole County receives SHIP funds from the state, and HOME, CDBG, and ESG funds from HUD. The county has programs for renters/rentals, homeownership, and homeless prevention. For homelessness, programs include homeless reduction strategies such as rapid-rehousing and emergency rent and utility assistance, and tenant-based rental housing assistance. For homeownership, the county has programs for minor home repair, rehab/reconstruction, and purchase assistance for income-qualified applicants. The maximum award for purchase assistance is $55,000 for very-low income applicants, for emergency repair is $20,000, and for owner-occupied rehab/reconstruction is $100,000 for rehabilitation and $200,000 for reconstruction. The county also has an acquisition/rehab program and a new construction program, providing up to $225,000 to an eligible sponsor to acquire a property/land and either rehabilitate an existing structure or build new housing for homeownership, to be made affordable to income-qualified owners. For income-qualified rentals and renters, the county has a rental construction/rehabilitation program, providing up to $70,000 per unit for apartment dwelling and $150,000 per unit for single-family dwelling units, and a rental security and utility deposit program, providing $2,500 for tenant-based rental assistance, $7,500 for security/utility deposits, and $20,000 for rapid-rehousing assistance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Services Network of Central Florida employs a comprehensive strategy to engage with unsheltered homeless individuals and assess their unique needs. As the lead agency designated by the U.S. Department of Housing and Urban Development for the region encompassing Orange, Osceola, and Seminole counties, HSN collaborates with diverse frontline partners. These partners include nonprofit outreach staff, local shelters, case managers, housing advocates, healthcare providers, and agencies specializing in domestic violence and human trafficking recovery.

Central to HSN's approach is the deployment of trained outreach teams who actively seek out unsheltered individuals in various environments, such as streets, parks, and encampments. These teams prioritize building trust and rapport, which are essential for effectively assessing and addressing the specific needs of each person. By conducting thorough evaluations, outreach workers can connect individuals to appropriate services, including emergency shelter, medical care, mental health support, and pathways to permanent housing.

HSN's strategy is informed by data from the annual Point-In-Time Count, which provides insights into the region's homeless population. Recent counts have indicated a significant increase in unsheltered homelessness, underscoring the critical need for targeted outreach and tailored interventions.

Through these coordinated efforts, HSN aims to ensure that outreach initiatives are both effective and responsive to the evolving challenges faced by unsheltered homeless individuals in Seminole County.

Addressing the emergency and transitional housing needs of homeless persons

The Homeless Services Network of Central Florida implements the Housing First model, which prioritizes providing immediate, stable housing as the first step in helping people regain stability. Once housed, individuals can then access the supportive services they need to achieve long-term self-sufficiency.

To meet the immediate needs of those facing homelessness, HSN coordinates emergency shelters that offer short-term, crisis housing. These shelters provide a safe, stable environment where individuals and families can access essential services, including meals, hygiene facilities, and case management. Emergency shelters also serve as critical entry points to longer-term

housing solutions by connecting residents with housing specialists and support programs that facilitate their transition to permanent housing.

For individuals and families needing additional time and support before securing stable housing, HSN offers transitional housing programs. These programs typically provide temporary accommodations for up to two years, coupled with intensive case management, life skills training, and employment assistance. Transitional housing is particularly beneficial for survivors of domestic violence, young adults aging out of foster care, and individuals recovering from substance use disorders or mental health challenges. By providing a structured yet flexible living arrangement, transitional housing helps residents develop financial stability and independence while working toward permanent housing solutions.

In addition to emergency and transitional housing, HSN prioritizes permanent supportive housing (PSH) for individuals who experience chronic homelessness and require ongoing support due to disabilities, mental health conditions, or other challenges. This model combines affordable housing with wraparound services, such as healthcare, counseling, job training, and substance use recovery programs. The goal of PSH is to provide a long-term, stable living environment that reduces the likelihood of individuals returning to homelessness.

HSN collaborates with local governments, nonprofit organizations, and housing developers to expand the availability of emergency, transitional, and permanent housing options. The organization also leverages federal and state funding, including programs such as the Emergency Solutions Grant and the Continuum of Care Program, to sustain and expand housing resources. By integrating housing solutions with supportive services, HSN ensures that individuals and families not only find shelter but also have access to the tools and resources necessary to achieve long-term housing stability.

Through this comprehensive strategy, HSN works to break the cycle of homelessness, ensuring that vulnerable populations in Seminole County have access to safe, stable, and sustainable housing options.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

To shorten the duration of homelessness, HSN coordinates rapid rehousing programs that offer temporary financial assistance and services to quickly move individuals and families from

homelessness to permanent housing. These programs reduce the time spent in shelters or on the streets, facilitating a faster return to stability.

HSN also works to facilitate access to affordable housing units by collaborating with local housing authorities, landlords, and developers to increase the availability of affordable housing options. This collaboration ensures that individuals and families exiting homelessness have viable housing opportunities within the community.

To prevent recidivism into homelessness, HSN provides wraparound services that include case management, employment assistance, mental health services, and life skills training. These services equip individuals and families with the tools necessary to maintain housing stability and achieve self-sufficiency.

Through this integrated approach, HSN aims to effectively reduce the incidence of homelessness and support individuals and families in achieving long-term housing stability and independence.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

To prevent homelessness among individuals discharged from institutions such as healthcare facilities, mental health centers, foster care, and correctional programs, HSN collaborates with these entities to develop comprehensive discharge planning protocols. These protocols ensure that individuals can access stable housing and necessary support services upon release, reducing the likelihood of homelessness.

Additionally, HSN partners with public and private agencies addressing housing, health, social services, employment, education, and youth needs to create a comprehensive support network. This collaborative approach allows for the pooling of resources and expertise, providing holistic support to vulnerable populations. By integrating services across different sectors, HSN enhances the effectiveness of interventions to prevent homelessness.

Through these concerted efforts, implementing prevention programs, establishing discharge planning protocols, and fostering inter-agency collaborations, HSN is dedicated to reducing the incidence of homelessness among low-income and at-risk populations in Seminole County.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Lead is a toxic metal that was used for many years in paint and was banned for residential use in 1978. Exposure to lead can result in health concerns for both children and adults. Children under six years of age are most at risk because their developing nervous systems are especially vulnerable to lead's effects and because they are more likely to ingest lead due to their more frequent hand-to-mouth behavior.

As a recipient of federal funding, the county is required to comply with the HUD/EPA Lead-Based Paint Disclosure Rule and HUD's lead-based paint regulation, known as the Lead Safe Housing Rule. These rules require disclosure about LBP and LBP hazards in most pre-1978 housing units and ensure that young children are not exposed to LBP hazards in Federally assisted or Federally owned housing.

When selecting homes for rehabilitation/resale, the county will give priority to homes that were constructed after 1978. However, if this is not possible, the specific actions that Seminole County will take to address LBP hazards and increase access to housing without LBP hazards include:

- Assess state and local capacity for reducing lead hazards.
- Establish a strategic plan to address needs through capacity development and targeted interventions.
- Coordinate and provide guidance to contractors and housing providers involved in prevention efforts periodically.
- Ensuring that contractors completing work write-ups on housing units are certified to complete the proper testing. Contractors utilizing any federal funding provided by the county are required to be certified in conducting these types of hazard prevention methods when completing construction or rehabilitation projects.
- Maintaining a collaborative comprised of contractors and housing providers dedicated to conducting healthy home concepts.
- Performing visual assessments and healthy housing needs assessments for deteriorated paint surfaces for all properties considered for rehabilitation or restoration.
- When indicated based on the risk assessment, take appropriate steps to reduce the hazard.

- Coordinate with the local health department to maintain statistics on housing units identified to contain LBP.
- Distributing educational lead-based pamphlets and materials, as it applies, to clients participating in the county's housing rehabilitation program.

How are the actions listed above related to the extent of lead poisoning and hazards?

Actions taken by the county to reduce lead paint are directly related to the decreased risk of lead poisoning and hazards, because they target the primary source of lead exposure—lead-based paint and its dust and mitigate it. The actions listed above relate to the extent of lead poisoning and hazards in the following ways:

- Lead inspection and risk assessment practices identifies lead-based paint and hazardous conditions before exposure occurs.
- Lead-safe work practices during renovation prevent the spread of dust and chips during construction.
- Paint stabilization and repairs stops deterioration that causes lead dust/chips.
- Lead abatement (removal, enclosure, encapsulation) permanently eliminates the lead hazard.
- Soil and dust cleanup reduces residual contamination from previous exposure sources.
- Education and outreach helps residents and property owners prevent and respond to lead risks.

Where lead hazard reduction is implemented, rates of childhood lead poisoning decline and there is improved public health, better educational outcomes, and reduced healthcare and special education costs.

How are the actions listed above integrated into housing policies and procedures?

The county's approach to lead hazard evaluation and reduction is included in the policies and procedures governing the federally assisted housing programs that are subject to the Lead Safe Housing Rule. The county's LBP policy is as follows:

Seminole County requires all contractors to submit a detailed work write-up that incorporates the risk assessment's recommended lead hazard reduction activities for properties built before 1978, if applicable, prior to beginning construction on any affordable housing projects. The Construction Project Manager needs to ensure the correct level of lead hazard evaluation and reduction was conducted. The proper documentation must be obtained.

- If the building was constructed in 1978 or after, the construction date of the unit and source of information is to be recorded on the form.
- If the building was constructed before 1978, it requires visual inspection unless one of the following apply:

    a) No children under the age of 6 reside in the home.

    b) A previous lead-based paint inspection has been conducted according to the HUD regulations and the unit was found not to have lead-based paint, documentation must be attached.

    c) The property has identified, and all lead-based paint has been removed in accordance with HUD regulations. Documentation must be attached.

- If the building was constructed before 1978 and does not meet any of the exemptions above, the following actions must be taken:

    a) A brochure concerning lead-based paint hazards is to be provided to the household.

    b) The client is to be provided with a Disclosure of Information on Lead Based Paint

    c) The home must be visually inspected. The preparer must, at a minimum, complete HUD's online visual inspection training before the inspection is conducted. The inspecting party must answer the following questions:

        - Are interior painted surfaces free from deteriorated paint?
        - Are the exterior painted surfaces free from deteriorated paint?
        - Will any paint be disturbed during rehabilitation?

In accordance with the HUD Lead-Based Paint Regulation (24 CFR Part 35), rehabilitation work on housing built before 1978 that is financially assisted by the Federal government is subject to requirements that will control lead-based paint hazards. At the very least, Seminole County will test and repair any painted surface that is disturbed during the work. The county may stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. Clearance examination will be conducted following most work activities to ensure that the work has been completed; that dust, paint chips and other debris have been satisfactorily cleaned up; and that dust lead hazards are not left behind. As necessary, a risk

assessment will be done to identify lead-based paint hazards, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction that will be completed.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Seminole County has committed to utilizing its state and federal resources towards poverty reducing strategies to promote upward mobility for its residents, particularly low-income and vulnerable populations. The county's anti-poverty strategy is guided by the following goals:

- Promote Economic Self-Sufficiency in Underserved Communities: Increase employment and income opportunities for families at or below the poverty line, particularly in unincorporated areas and disadvantaged census tracts.
- Expand and Preserve Affordable Housing: Reduce housing cost burden through development, preservation, and rental assistance for extremely low- and low-income households.
- Strengthen Workforce Readiness and Education Access: Support programs that connect residents to job training, certifications, and higher education—particularly for youth and heads of households.
- Enhance Supportive Services for Family Stability: Improve coordination of wraparound services, such as food access, behavioral health, and childcare, to prevent crisis and dependency cycles.
- Advance Equity Through Place-Based Investment: Invest in neighborhoods with high poverty and racial/ethnic disparities using a targeted revitalization approach.

The county uses a variety of resources to reduce the number of persons in poverty including:

- The Community Services Block Grant (CSBG) Program - is geared towards lessening poverty in communities and building sustainable communities by alleviating the causes of poverty while increasing self-sufficiency and improving living conditions. Seminole County receives CSBG funds from the State of Florida and utilizes the funding to provide eligible households that have a head of household attending school full-time with rental, utility, childcare, and financial assistance. This program promotes progression to independence by increasing the earning potential of the household.

- Continuum of Care (CoC) Grant Program – This is a federal program that aims to promote a community-wide commitment to ending homelessness, rapidly rehouse homeless individuals and families, and improve access to mainstream services. This program targets homeless individuals and provides a stable living environment while providing case management to help stabilize the individual.

- The Community Service Agency (CSA) Partnership Grant - is funded by general revenue dollars annually and used to provide grants to local non-profits to provide social services. The CSA program assists residents with essential life services (services that meet the basic needs for daily survival and that sustain the quality of life for residents) and supportive services. Eligible activities include services that meet the needs of the poor, youth, seniors, persons with disabilities, education, culture and arts, and health crises.

As part of its anti-poverty strategy the county also supports economic development and employment training opportunities for its residents, including Section 3 residents. Partnerships or initiatives for employment training or workforce development include:

- CareerSource Central Florida - Florida's One-Stop System is part of a national labor exchange network that links employers to qualified applicants and also provides employment, education and training services for job seekers and employers.
- Summer Work Experience Internship Program - CareerSource Central Florida invites businesses to make an impact for the future by becoming a CSCF partner and hosting an up to 6-week internship for students participating in CSCF's Summer Youth Experience track.
- Incumbent Worker Training Program - Incumbent Worker Training (IWT) is a program providing training to currently employed workers to keep Florida's workforce competitive in a global economy and to retain existing businesses.
- Quick Response Training Program - Quick Response Training (QRT) is a customer-driven training program designed to assist new value-added businesses and provide existing Florida businesses the necessary training for expansion. This program is customized, flexible and responsive to individual company needs. CareerSource Florida is Florida's innovative private-public partnership for competitive workforce incentives.
- Work Opportunity Program (SWOP) - Seminole County Community Services partners with SWOP to provide employment and vocational training services to persons with disabilities.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Seminole County aligns its poverty-reduction goals, programs, and policies closely with its affordable housing efforts through multilayered coordination across funding, planning, and implementation—driven by clear strategies and federal/state partnerships. Seminole County

has established a structured, multi-tiered system to coordinate poverty reduction with this affordable housing plan, including through:

1. **Strategic alignment**—through multi-year housing plans focused on regulatory reform and funding.
2. **Program integration**—via Community Development, AHAC, PHAs, and regional partners.
3. **Tied funding**—with SHIP, CDBG, HOME, ESG, and Trust Fund dollars allocated to meet affordability and poverty goals.
4. **Governance overlay**—featuring public input, Comprehensive Plan integration, and inter-agency collaboration.

This coordinated framework ensures that housing affordability functions as a cornerstone of the county's broader poverty alleviation strategy.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The standards and procedures that will be used to monitor the management and implementation of the county's Consolidated Plan are all applicable laws found in the Code of Federal Regulations. In addition, HUD's Community Planning and Development Office has developed a monitoring guide that it uses to monitor grantees. The county will also use this as a standard for monitoring. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, and Office of Fair Housing and Equal Opportunity, Department of Environmental Protection Agency will also be used as the standard for any monitoring. Monitoring procedures are:

<u>CDBG Monitoring</u>

CDBG projects are monitored based on risk analysis. The risk level determines the timing, frequency, and level or type of monitoring. i.e., remote, onsite, physical inspection, to be conducted. A monitoring schedule is generated at the beginning of each program year. The monitoring consists of at least 30 days' written notice to the Subrecipients, conducting an entrance interview; reviewing the file or conducting onsite inspection; conducting an exit interview; and preparing a monitoring report. Follow-up/close-out is taken once the corrective action has satisfied.

For housing activities, including rental units, the long- term monitoring is guided by the affordability period in conjunction with the applicable Federal and or State Regulation. Physical inspections of rental units are maintained in the Compliance Office.

Project reporting and timeliness reports are performed at various intervals. Performance reports are compiled and information pertaining to activity goals, objectives, and performance measurements are reported in the Consolidated Annual Performance and Evaluation Report (CAPER). The county has engaged Minority Business public forums through outreach, internet, and public meetings to offer an opportunity to participate in programs and services.

The county's Comprehensive Planning is approached from the basis of the generated Needs Assessment in conjunction with the identification of priority of needs. Programs and activities are designed to meet the aspects identified on a weighted scale basis. The county uses the Consolidated Plan to address the strategies for undertaking future activities and to indicate the

funding sources available. Consistent with the CFR and the applicability of OMB Circulars, audits, reporting, recordkeeping and G.A.A.P. standards, and cost principles are addressed in Subrecipient agreements.

HOME Monitoring

The county has an annual monitoring plan for HOME. The schedule is developed with consideration of the number of rental units and the affordability period on the units that entail annual inspections. On-going monitoring is conducted on the Homebuyer Program to ensure no defaults or foreclosures have taken place. Policies govern how the action will be treated in all cases.

The county uses the HOME monitoring system to monitor activities of its Community Housing Development Organizations (CHDOs) to ensure that the designation of CHDO is maintained.

Pursuant to HUD regulations, 24 CFR 92.351, the county has adopted affirmative marketing guidelines and enforces the guidelines by requiring HOME Program Agreement and the Firm Commitment Letter to include the development's affirmative marketing strategies

The county's affirmative marketing guidelines require policies and procedures to be included in an Affirmative Fair Housing Monitoring Plan for the following elements: informing the public, owners and potential tenants; the advertising of vacant units; owner's outreach efforts; recordkeeping; assessment of the affirmative marketing efforts of owners.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs will have a significant impact on Seminole County by addressing critical housing and community development needs. CDBG helps revitalize neighborhoods, improve public facilities, and support economic development, especially benefiting low- and moderate-income residents. The HOME program expands the supply of affordable housing through construction, rehabilitation, and assistance for homeownership and rental opportunities. ESG focuses on preventing and addressing homelessness by funding emergency shelters, rapid rehousing, and homelessness prevention services. Together, these programs strengthen community infrastructure, promote stable housing, and enhance the quality of life for vulnerable populations.

Over the one-year period beginning October 1, 2025, and ending September 30, 2026, Seminole County intends to have available HUD funds to carry out housing, public service, and community development activities and plans to leverage other resources, when available, for greater impact. Estimated amounts are dependent on the annual federal program allocations remaining the level and are subject to an approved federal budget. The anticipated HUD funding available for Program Year 2025 (PY 2025) is $2,292,412 of Community Development Block Grant (CDBG), $898,114 of HOME Investment Partnerships Program (HOME), and $193,384 of Emergency Solutions Grant (ESG) funds. The county may also have available $920,651 in CDBG prior year resources and $697,065 in HOME prior year resources to be used to address the priority needs in the 5-year Consolidated Plan and PY 2025 Annual Action Plan.

The goals and outcomes identified in the 1-Year Goals table reflect the total anticipated accomplishments to be achieved over PY 2025 using all available resources. This includes new annual allocations of CDBG, HOME, ESG, and other applicable funding, as well as any prior year resources carried forward and reprogrammed for eligible activities. The use of prior year resources allows the jurisdiction to maximize impact, address evolving community needs, and fully expend available funds to meet priority goals identified in this plan and the 5-year Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	Public Services Public Facilities Public Infrastructure Planning & Admin	$2,292,412	$0	$920,651	$3,213,063	$9,169,648	Prior year resources are from PY20, PY21, PY22, PY23, and PY24 and allocated for public facilities, housing rehabilitation, and TBRA program delivery. Prior year resources may be available for year-one of the Con Plan but are not guaranteed for the remainder of the plan. Therefore, $920,651 is not included in the calculation for available funds for the remainder of the Con Plan.

Anticipated Resources

HOME	Federal	Affordable Housing CHDO Set-Aside Planning & Admin	$898,114	$0	$697,065	$1,595,179	$3,592,456	The County will utilize HOME funds to increase access to affordable housing through new construction, rehab, and rental assistance. 15% will be set aside for the CHDO to carry out housing activities. Prior year resources are from PY20, PY21, PY22, PY23, and PY24 and allocated for new construction, rehab, and rental assistance. Prior year resources may be available for year-one of the Con Plan but are not guaranteed for the remainder of the plan. Therefore, $697,065 is not included in the calculation for available funds for the remainder of the Con Plan.

ESG	Federal	Rapid Re-Housing Shelter Operations Street Outreach HMIS Planning & Admin	$193,384	$0	$0	$193,384	$773,536	ESG Entitlement program funds will be used to provide shelter for those experiencing homelessness and to provide housing security for those at-risk of becoming homeless. The county will support shelter operations, rapid re-housing, street outreach, and HMIS activities.

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraging

Seminole County has identified funding sources that can be pooled to make a greater impact within the community. Although federal, state, private, and local grant program funds and activities operate according to their own guidelines and requirements, they are frequently combined to provide a higher level of funding for housing and community development needs. Seminole County will continue to leverage grant funds with other public and private resources to maximize impact for beneficiaries. Leveraging resources aligns goals cross departmentally and supports interagency collaboration for community revitalization. Seminole County routinely emphasizes to applicants the need to leverage federal funds with local funds to stretch the benefit of the federal dollars. These efforts have been successful, and projects funded under CDBG, HOME, and ESG have substantially exceeded accomplishments that could not have been achieved by using federal funds alone.

The county will continue to leverage its federal funds with state funds received through the State Housing Initiative Partnership (SHIP) program, which is used to meet the housing needs of low- and moderate-income households and expand or preserve the availability of affordable housing. Seminole County anticipates having SHIP funds available during the 2025-2029 Consolidated Plan be used for a wide variety of housing programs.

HOME Match

The HOME program requires a 25% local match for any HOME funds drawn. Seminole County meets the HOME match requirements through the costs incurred by a subrecipient to construct a HOME-assisted housing unit. When a subrecipient invests its own non-federal funds or eligible donated resources in the construction of a HOME-funded project, those expenditures count toward the county's local match obligation.

The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities can use as match for HOME. Seminole County reserves the right to use SHIP towards its match liability, if needed.

ESG Match

ESG regulations require grant recipients to make matching contributions equivalent to the ESG annual award- or a 100% match. Matching funds may include contributions to any of the county's ESG programs, including funds awarded to a subrecipient. The matching requirements

are met per 24 CFR Part 576.201. Seminole County meets the ESG match requirements by using general revenue funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Seminole County has increasingly leveraged publicly-owned land and local policy to address its affordable housing needs. Under Florida's Live Local Act (effective July 1, 2023), the county is now required to approve multifamily and mixed-use developments on commercial and industrial lands—much of which is county-owned—without rezoning or lengthy public hearings, provided at least 40% of units remain affordable for 30 years

Seminole County broke ground in August 2023 on six new affordable homes in Sanford's Goldsboro neighborhood, funded by American Rescue Plan Act dollars and situated on county-communally owned parcels. Additionally, the Planning & Zoning Board recently approved converting 0.37 acres of public/quasi-public land in Sanford for a two-home Habitat for Humanity project

The Seminole County Housing Authority continues to manage public housing units—currently 30 rental units in Oviedo—for low-income families. Through these initiatives, the county is actively repurposing its own land inventory—alongside state grants, federal funds, and streamlined zoning—to supply affordable and workforce housing across unincorporated areas and within city limits.

In addition, Florida Statutes Section 166.0451, Disposition of municipal property for affordable housing, requires that cities create an inventory list of real property with fee simple title appropriate for affordable housing. In compliance with the statute, Seminole County maintains the inventory of county-owned surplus land that may be potential properties for the development of permanent affordable housing. The county may partner with nonprofit organizations that develop affordable housing for low-income households. However, the disposition of any of these properties for affordable housing is subject to the discretion of the county. Community Services will review this list during the program year to determine if any of these properties may be disposed of to support affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create or Preserve Affordable Housing	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: $229,814 HOME: $608,302	Homeowner Housing Rehabilitated: 1 Household Housing Units Homeowner Housing Added: 7 Household Housing Units

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Support Housing Affordability	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: $192,357 HOME: $200,000	Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted
3	Stabilize Low Income Populations	2025	2029	Non-Housing Community Development	Countywide	Public Services	CDBG: $343,520	Public Service Activities Other Than Low/Moderate Income Housing Benefit: 2,146 Persons Assisted
4	Improve Public Facilities and Infrastructure	2025	2029	Non-Housing Community Development	Countywide	Neighborhood Revitalization	CDBG: $1,950,779	Public Facility or Infrastructure Activities Other Than Low/Moderate Income Housing Benefit: 7,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Enhance Homeless Response	2025	2029	Homeless	Countywide	Ending Homelessness	ESG: $178,881	Homeless Person Overnight Shelter: 320 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 5 Households Assisted
6	Planning & Administration	2025	2029	Administration	Countywide	Planning & Administration	CDBG: $458,482 HOME: $89,811 ESG: $14,503	N/A

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	Create or Preserve Affordable Units
	Goal Description	Support the provision of decent housing by increasing the availability/accessibility of affordable housing. Funds will be used in the construction and/or rehabilitation of new single-family dwelling or multi-family affordable housing units for homeownership by income eligible first-time home buyers. Funds can also be used to rehabilitate existing homes to then be sold to income eligible first-time home buyers. A minimum set aside of 15% will be available to an approved CHDO for the county. Funds will also be allocated to provide assistance to individual households to help them afford the housing costs of market-rate units.
2	**Goal Name**	Support Housing Affordability
	Goal Description	The city will increase homeownership opportunities through purchase assistance activities including providing eligible prospective homebuyers up to 50% of the required down payment, paying reasonable closing cost, and subsidizing interest rates.
3	**Goal Name**	Stabilize Low Income Populations
	Goal Description	Promote poverty reduction, upward mobility, and self-sufficiency by funding organizations providing essential services for low-income, vulnerable, and limited clientele populations. Funds will not exceed the 15% limitation of the annual CDBG allocation and will provide salaries and operational services to entities that provide services to meet the needs of Low-Mod income families, seniors, youth, homeless, and individuals with disabilities.
4	**Goal Name**	Improve Public Facilities and Infrastructure
	Goal Description	Encourage community revitalization by investing in public facilities or infrastructure improvements such as, but not limited to, improvements of infrastructure, playgrounds, waterlines, curbs, sidewalks, streetlights, sewers, internet and community centers. Funds will be used for new or existing facilities that provide services to meet the needs of Low-Mod income or special needs populations.

5	**Goal Name**	Enhance Homeless Response
	Goal Description	Reduce homelessness and provide housing stability through the provision of assistance to extremely low-, very low-, low-, and low-to-moderate income households to provide shelter or prevent them falling into homelessness. Activities will provide local shelters with the means to administer essential services to shelter residents; support rapid rehousing for homeless individuals or families; and prevent individuals or families from becoming homeless; and support the administration of HMIS. The county will allocate no more than 60% of the total ESG budget to street outreach and emergency shelter.
6	**Goal Name**	Planning and Administration
	Goal Description	Management and operation of tasks related to administering and carrying out the county's HUD CDBG, HOME, and ESG programs, maintaining compliance with federal regulations, and preparing regulatory documents.

Table 61 – Goals Descriptions

Projects

AP-35 Projects – 91.220(d)

Introduction

The county will undertake various projects during PY 2025 focused on providing decent affordable housing, creating a suitable living environment, and expanding economic opportunity for residents. The county will utilize its HUD CDBG, HOME, and ESG grant allocations to carry out activities intended to address priority needs in the community and ensure the greatest impact to beneficiaries.

In PY 2025, Seminole County will fund a total of eleven (11) projects under six (6) goals including: housing rehabilitation, new construction, CHDO activities, rental assistance, program delivery services, public services, public facilities and infrastructure improvements, homeless support, and planning and administration. CDBG has an administrative cap of 20% and 15% for public services, HOME has an administrative cap of 10% and requires 15% to be set aside for a designated CHDO, and ESG has an administrative cap of 7.5% and 60% for shelter operations and street outreach activities.

Projects

#	Project Name
1	Housing Rehabilitation – Homeowner
2	New Construction – Homeowner
3	CHDO Set-Aside
4	Tenant-Based Rental Assistance
5	Program Delivery – TBRA
6	Public Services
7	Public Facilities and Infrastructure Improvements
8	Shelter Operations
9	Rapid Re-Housing
10	HMIS Support
11	Planning and Administration

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Seminole County's allocation priorities are driven by an assessment of local housing and community development needs, the availability of resources, and input from residents and stakeholders. Funding is focused on addressing the most pressing needs, including affordable housing preservation, homelessness prevention, public services for vulnerable populations, and neighborhood revitalization. The county also considers opportunities to work with subrecipients and other partners that contribute additional resources to leverage federal funds. The county uses a ranking system to determine needs as low, medium, high, or no need. The priority ranking system is as follows:

- High Priority: Activities determined to be critical to addressing the immediate needs of the community and will be funded during the five-year period.

- Medium Priority: Activities determined to be a moderate need and may be funded during the five-year period as funds are available.

- Low Priority: Activities determined as a minimal need and are not expected to be funded during the five-year period.

- No Need: Activities determined as not needed or are being addressed in a manner outside of the Consolidated Plan programs. Funding will not be provided for these activities during the five-year period.

Obstacles to fully meeting underserved needs include limited federal and local funding compared to the high cost of housing development, rising construction costs, a shortage of developable land, and regulatory barriers. Additionally, economic factors such as inflation and limited availability of affordable rental units further challenge the county's ability to serve all low- and moderate-income households effectively.

Another challenge the county is facing is limited access to and capacity of a Community Housing Development Organization (CHDO) which can significantly limit a community's ability to develop affordable housing effectively. Additionally, without a local CHDO, there is often a gap in community-driven development capacity, technical expertise, and the long-term stewardship that CHDOs typically provide. This absence can slow project delivery, limit community engagement in the development process, and hinder efforts to address local housing needs.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The county's federal grant funded programs for affordable housing, public and homeless services, and public facilities are available county-wide. The county promotes these programs to residents, businesses, and non-profit organizations that reside in or provide services to designated low-income target areas. Housing programs are concentrated on scattered sites throughout the county. The priority community development needs and public service locations will be countywide. The county has designated census tracts and block groups that qualify as low- and moderate-income per HUD regulations. If the county funds projects that must meet the low-moderate income area benefit criteria, they will be in the qualified census tracts and block groups.

The primary distribution of the population benefiting from the grant assistance programs will be countywide, and in most cases extremely low, low, and moderate-income. Beneficiaries will also include elderly, youth, individuals with disabilities, and the homeless or at-risk of becoming homeless.

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Seminole County allocates HUD funds geographically based on a combination of factors designed to ensure that resources address the most pressing community needs and maximize impact. Key considerations include:

- Concentration of Low- and Moderate-Income Populations: Priority is given to neighborhoods and census tracts with the highest percentages of households at or below 80% of Area Median Income (AMI). This ensures compliance with program requirements and focuses investment where residents are most economically vulnerable.

- Identified Housing and Community Development Needs: Geographic allocations is guided by data from the most recent needs assessments, market analyses, and input from community stakeholders. Areas with older housing stock, high rates of substandard housing, or documented infrastructure deficiencies may be a focus for revitalization.

- Alignment with Strategic Goals: Investments are allocated on a county-wide basis but may focus in areas where they support broader community revitalization efforts, complement other public and private investments, and advance local goals such as neighborhood stabilization, affordable housing production, or fair housing choice.

- Public Input and Engagement: The allocation strategy reflects feedback from residents, neighborhood associations, non-profit partners, and other stakeholders gathered through public hearings, surveys, and consultation processes.

- Coordination with Other Resources: Geographic allocation considers the availability of other local, state, and federal funding sources to leverage HUD dollars and avoid duplication of effort.

Geographical interests will be based on the level of need, scale and type of project, and availability of funding and evaluated based on cost-effectiveness, feasibility, and measurable outcomes. The plan goals established are intended to benefit eligible residents county-wide, therefore funding allocations will not be based on specific geographical preferences (target areas). For area benefit activities the county will comply with federal regulations and allocate funding in neighborhoods or census tracts that qualify as at least 51% low-to moderate-income. The county will also consider how projects align CDBG, HOME, and ESG funding with other federal, state, or local initiatives (e.g., SHIP, LIHTC) for greater impact and encourage partnerships with non-profits, developers, and community organizations.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section reports on affordable housing goals under 24 CFR 91.220(g), which may include activities undertaken in the CDBG, HOME, and ESG programs. The need for affordable rental and homeownership housing was a common theme heard during the Consolidated Plan development process. Housing for people at-risk of homelessness was also identified as a priority need.

To address these needs in PY 2025, the county will utilize CDBG, HOME, and ESG in support of affordable housing activities through housing rehabilitation (1 HH), new construction (7 HH), tenant-based rental assistance (25 HH), and rapid re-housing (5 HH). Proposed goals for the number of households to be supported in PY 2025 through affordable housing activities are provided below.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	33
Special-Needs	0
Total	**38**

Table 573 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	30
The Production of New Units	7
Rehab of Existing Units	1
Acquisition of Existing Units	0
Total	**38**

Table 64 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The county is committed to addressing the needs of individuals experiencing homelessness and other special needs populations through the implementation of targeted strategies. These efforts will be carried out in collaboration with selected housing providers, ensuring the delivery of specialized direct services to the identified populations. The following sections outline key initiatives, including outreach methods for engaging homeless individuals, programs to enhance emergency shelter and transitional housing options, actions to support the transition to permanent housing, and preventative measures aimed at reducing and ultimately ending homelessness in Seminole County.

Actions planned during the next year to address the needs to public housing

The Seminole County Housing Authority (SCHA) has outlined several key actions for the upcoming year to address the needs of public housing and improve affordable housing access. One major initiative includes supporting the development of Villas at Academy Place, a property owned by SCHA. In 2020, Seminole County approved local contributions for the tax credit application to advance this project, which aims to expand the availability of affordable housing units in the area.

Additionally, SCHA will continue to administer direct annual funding allocations from the U.S. Department of Housing and Urban Development (HUD). These funds are critical for maintaining public housing operations, supporting rental assistance programs, and ensuring that necessary improvements are made to existing housing units. The allocation of these resources will be based on the level of funding received and the number of qualified individuals and families in need of housing assistance.

By implementing these strategies, SCHA is focused on enhancing the quality, accessibility, and sustainability of public housing in Seminole County. Through continued investment and collaboration, the agency aims to provide safe, stable, and affordable housing options to low-income residents, supporting their long-term housing security and well-being.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

SCHA is dedicated to fostering greater resident involvement in management and promoting pathways to homeownership. To achieve these objectives, SCHA actively seeks additional funding to expand programs such as the Family Self-Sufficiency Program. This initiative is

designed to equip residents with the necessary skills and resources to achieve economic independence and, ultimately, homeownership.

Additionally, SCHA encourages resident participation in public meetings and hearings related to housing policies and community development. By notifying residents of these opportunities, SCHA ensures that their input is considered in decision-making processes, thereby promoting a sense of ownership and engagement within the community.

Through these concerted efforts, SCHA aims to empower residents to take an active role in both the management of their housing communities and in pursuing homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Seminole County Housing Authority is not considered a troubled agency by HUD. It is considered a standard performance agency.

Discussion

Seminole County, in partnership with the Continuum of Care (CoC) Lead Agency and its network of direct service providers, remains dedicated to implementing evidence-based strategies that effectively reduce and prevent homelessness. The county continues to allocate resources to initiatives that strengthen the housing crisis response system, ensuring positive outcomes for individuals and families in need. As funding becomes available, the county will sustain and expand these efforts, advancing targeted strategies that promote housing stability and long-term solutions to homelessness.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The county will implement the strategies outlined in this section to address the needs of individuals experiencing homelessness and other special needs populations. This collaborative initiative will engage selected housing providers to deliver targeted direct services to these groups. The following sections will detail the outreach methods for homeless individuals, initiatives to meet emergency shelter and transitional housing needs, actions to support the transition to permanent housing, and preventive measures aimed at reducing and ultimately ending homelessness in Seminole County.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Services Network of Central Florida (HSN) has outlined several key goals and actions for the upcoming year to effectively reach out to individuals experiencing homelessness, particularly those who are unsheltered, and to assess their individual needs:

Conducting the 2025 Point-in-Time (PIT) Count: The PIT Count is an annual census aimed at accurately enumerating individuals experiencing homelessness across Orange, Osceola, and Seminole counties. This effort is crucial for understanding the scope of homelessness and for informing policy and funding decisions. HSN is actively recruiting volunteers to ensure a comprehensive count.

Expanding Street Outreach Programs: In response to a significant increase in unsheltered homelessness, a 105% rise from 2023 to 2024, HSN plans to enhance its street outreach initiatives. These programs involve teams of outreach specialists, including veterans and licensed mental health and medical providers, who engage directly with unsheltered individuals to build trust, assess their needs, and connect them to appropriate services.

Implementing the Brighter Days Initiative: Launched in mid-2024, this community initiative focuses on preventing and ending homelessness among older teens and young adults (ages 16-24). The program offers housing options such as temporary housing, rapid rehousing, host homes, and rental assistance for up to 36 months of permanent supportive housing. Additionally, it expands Youth Drop-In Centers across the tri-county region, providing access to resources like food, healthcare, education, and employment opportunities.

Collaborating with Local Agencies: HSN works closely with various partners, including the City of Orlando's Homeless Outreach Partnership Effort (HOPE) Team, which comprises outreach specialists, veterans, and licensed mental health and medical providers. This collaboration aims to engage and build trust with people experiencing homelessness, assess their needs, and connect them to services.

Through these targeted actions, HSN aims to comprehensively address the needs of unsheltered individuals in Central Florida, facilitating their transition into stable housing and supportive services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Homeless Services Network of Central Florida (HSN) has outlined a series of targeted goals and actions for the upcoming year to address the emergency shelter and transitional housing needs of individuals experiencing homelessness. One of its primary objectives is to enhance emergency shelter services by collaborating with local organizations such as the Coalition for the Homeless of Central Florida, which provides immediate, safe alternatives to street homelessness. In addition, HSN is working to expand transitional housing programs in partnership with agencies like Aspire Health Partners, which offers transitional housing specifically for single mothers with children.

HSN also prioritizes the Housing First approach, emphasizing the importance of securing stable housing as a foundation for individuals to access additional support services. This model is crucial for helping homeless individuals transition more effectively into permanent housing while receiving necessary assistance. Furthermore, HSN coordinates efforts with local shelters and service providers, such as the Rescue Outreach Mission of Central Florida and the Salvation Army, to create a comprehensive support network for those in need. These partnerships help ensure that emergency and transitional housing options remain available to individuals and families experiencing homelessness.

Through these strategic initiatives, HSN aims to provide more immediate and sustainable housing solutions, reducing the number of individuals living unsheltered and facilitating their transition into long-term, stable housing arrangements. By leveraging partnerships, expanding shelter services, and implementing evidence-based strategies, HSN continues its commitment to effectively addressing the region’s homelessness crisis.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A cornerstone of HSN's approach is the Housing First model, which prioritizes providing permanent housing as the initial step in addressing homelessness. This strategy is designed to reduce the duration of homelessness and facilitate access to stable housing without preconditions. By securing housing first, individuals and families can then access supportive services to address other needs, promoting long-term stability.

To enhance the availability of affordable housing, HSN collaborates with local agencies and leverages funding opportunities. For instance, Seminole County's Local Housing Assistance Plan (LHAP) for 2022-2025 outlines strategies such as rental construction and rehabilitation, as well as rental assistance programs, to increase housing opportunities for low-income residents. These initiatives aim to expand the housing inventory accessible to homeless individuals and families, thereby facilitating their transition to permanent housing.

Recognizing the importance of preventing recidivism into homelessness, HSN emphasizes the provision of comprehensive supportive services. This includes case management, employment training, and access to healthcare services, critical in helping individuals and families maintain housing stability. By addressing the underlying causes of homelessness and providing ongoing support, HSN aims to prevent recently rehoused individuals from becoming homeless again.

Through these concerted efforts—implementing the Housing First model, expanding affordable housing options, and offering robust supportive services—HSN is committed to reducing homelessness in Seminole County and supporting individuals and families in achieving permanent housing and self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

HSN has outlined specific goals and actions for the upcoming year to assist low-income individuals and families in Seminole County in avoiding homelessness, with a particular focus on those at extreme risk and individuals transitioning from publicly funded institutions or receiving assistance from various agencies.

A key component of HSN's strategy is the implementation of homelessness prevention programs. These initiatives aim to identify and support individuals and families at imminent risk of homelessness due to financial instability, health challenges, or other crises. By providing targeted assistance, such as short-term financial aid, case management, and connection to community resources, HSN works to stabilize housing situations before displacement occurs.

For individuals being discharged from institutions like healthcare facilities, mental health centers, foster care, and correctional programs, HSN collaborates with these entities to develop discharge planning protocols. These protocols ensure that individuals have access to stable housing and necessary support services upon release, reducing the likelihood of homelessness. By coordinating with institutional partners, HSN facilitates smooth transitions and continuity of care.

Additionally, HSN partners with public and private agencies addressing housing, health, social services, employment, education, and youth needs to create a comprehensive support network. This collaborative approach allows for the pooling of resources and expertise, providing holistic support to vulnerable populations. By integrating services across different sectors, HSN enhances the effectiveness of interventions aimed at preventing homelessness.

Through these concerted efforts—implementing prevention programs, establishing discharge planning protocols, and fostering inter-agency collaborations—HSN is dedicated to reducing the incidence of homelessness among low-income and at-risk populations in Seminole County.

Discussion

Seminole County, in collaboration with the Continuum of Care (CoC) Lead Agency and its network of direct service provider agencies, remains committed to implementing effective, evidence-based strategies that have demonstrated success in reducing and ultimately ending homelessness. Through a coordinated approach, these agencies work together to enhance the housing crisis response system by focusing on prevention, rapid rehousing, and long-term stability for individuals and families experiencing homelessness.

The county continues to allocate resources to initiatives that support measurable progress toward these goals, ensuring that funding is directed toward programs that improve housing accessibility, provide supportive services, and strengthen pathways to self-sufficiency. This includes investments in emergency shelters, transitional housing programs, permanent supportive housing, and wraparound services such as employment training, mental health support, and case management.

Additionally, Seminole County actively engages in regional partnerships and policy development to address systemic challenges contributing to homelessness. This includes fostering collaborations with local governments, nonprofit organizations, and private sector partners to leverage funding opportunities and maximize the impact of available resources. The county also prioritizes data-driven decision-making, utilizing the Homeless Management Information System (HMIS) to track progress, identify gaps, and refine strategies for greater effectiveness.

Recognizing that financial constraints can impact service availability, the county remains committed to pursuing additional funding sources, including federal, state, and local grants, philanthropic contributions, and innovative public-private partnerships. By sustaining and expanding these efforts as resources allow, Seminole County aims to build a more resilient and responsive homelessness prevention and intervention system, ensuring that vulnerable individuals and families have the support they need to achieve stable housing and long-term well-being.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Access to safe, decent, and affordable housing remains a critical need within Seminole County; however, various local, regional, and systemic barriers can limit housing opportunities for low- and moderate-income households. This section identifies the key obstacles that impede the development, preservation, and availability of affordable housing, such as restrictive land use policies, high construction costs, insufficient infrastructure, and community opposition. By analyzing these barriers, the county can better develop strategies to mitigate their impact and promote an inclusive housing market that meets the needs of all residents.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As one of the fastest growing, most population-dense counties in the State of Florida, Seminole County is committed to ensuring new and existing residents have a place to call home while working towards an overall community vision which involves minimizing environmental impact and protecting agricultural lands. The county has implemented policies that ensure a variety of housing types that are attainable to a wide range of residents, and that provide access and mobility through walking, bicycling, and public transit as alternatives to driving.

Seminole County addresses housing issues through zoning, land use, and transportation planning. For example, the county allows ADUs, and specifies that they must be used for long-term (minimum 30-day) rentals. Policies implementing shared parking, missing middle housing types, and walkable neighborhoods are also key policies aimed at ensuring housing attainability. One of the most impactful land use strategies being taken to reduce barriers to affordable housing is expansion of mobility and transit options accessible to residential areas through transit-oriented development. Seminole County allows parking reductions for developments utilizing a car share program, and developments complying with Transit-Oriented Development standards in the code (Sec. 30.11.4.2). The county partners with public and private entities, such as SunRail, to deliver transit-oriented development, including a Micro-Transit initiative which will provide zone-based transit service set to launch in October 2025.

To implement affordable housing programs, Seminole County receives SHIP funds from the state, and HOME, CDBG, and ESG funds from HUD. The county has programs for renters/rentals, homeownership, and homeless prevention. For homelessness, programs

include homeless reduction strategies such as rapid-rehousing and emergency rent and utility assistance, and tenant-based rental housing assistance. For homeownership, the county has programs for minor home repair, rehab/reconstruction, and purchase assistance for income-qualified applicants. The maximum award for purchase assistance is $55,000 for very-low income applicants, for emergency repair is $20,000, and for owner-occupied rehab/reconstruction is $100,000 for rehabilitation and $200,000 for reconstruction. The county also has an acquisition/rehab program and a new construction program, providing up to $225,000 to an eligible sponsor to acquire a property/land and either rehabilitate an existing structure or build new housing for homeownership, to be made affordable to income-qualified owners. For income-qualified rentals and renters, the county has a rental construction/rehabilitation program, providing up to $70,000 per unit for apartment dwelling and $150,000 per unit for single-family dwelling units, and a rental security and utility deposit program, providing $2,500 for tenant-based rental assistance, $7,500 for security/utility deposits, and $20,000 for rapid-rehousing assistance.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to the activities specifically identified for funding, Seminole County will undertake a range of complementary actions to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies. These efforts are designed to strengthen the overall impact of HUD-funded programs and ensure that resources are used effectively to meet the community's priority needs.

Actions planned to address obstacles to meeting underserved needs

Seminole County's PY 2025 Annual Action Plan outlines targeted strategies to overcome obstacles in meeting underserved housing and community needs. The county will allocate nearly $3.4 million in HUD funds—including CDBG, HOME, and ESG—to tackle key barriers like lack of affordable housing, homelessness, and aging infrastructure. To address these underserved needs, the county will:

- Prioritize low- and very low-income residents: At least 70% of funds will benefit households earning less than 80% of area median income, with additional dedicated support for households at or below 50% AMI.
- Promote fair housing and inclusivity: The county is completing a Housing Equity Plan during PY 2025, designed to dismantle systemic barriers and combat segregation based on protected classes.
- Fund critical supportive services and homelessness prevention: ESG funding, including the special Rapid Unsheltered Survivor Housing (RUSH) allocations, will be directed toward rapid rehousing, emergency shelters, and stability case management for the homeless and those at risk.
- Improve community infrastructure and neighborhood revitalization: Investments under CDBG & HOME will support public facilities upgrades, housing rehab, homebuyer assistance, and infrastructure improvements in underserved neighborhoods.
- Engage the community and foster collaboration: Through multiple public meetings, surveys, and workshops, the county solicits input specifically from low-income, minority, non-English speakers, and individuals with disabilities—ensuring funds are directed

where needs are greatest.

These concerted efforts aim to remove structural and economic obstacles—such as limited housing supply, discrimination, and lack of services—helping underserved populations gain access to stable, affordable housing and essential community resources.

Actions planned to foster and maintain affordable housing

Seminole County employs a multi-pronged strategy to foster and maintain affordable housing, combining state and federal funding with local policy innovations. It uses federal HUD allocations—Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG)—to support affordable housing preservation, infrastructure upgrades, homelessness prevention, and community services for low- and moderate-income residents. The county also administers the State Housing Initiatives Partnership (SHIP) program, funding home repairs, down-payment assistance, new construction, and owner counseling, with strict income targeting (e.g., at least 30% directed to very low-income households).

Under the Live Local Act, unincorporated areas are rezoning-capable for multifamily and mixed-use developments if at least 40% of units remain affordable for 30 years—removing permitting barriers to encourage such construction. Additionally, Seminole County has an Affordable Housing Advisory Committee (AHAC) to review and recommend zoning, land-use incentives, density bonuses, and fee waivers to promote affordable projects.

Ongoing HUD-required consolidated and fair housing planning ensure transparency, community engagement, and fair housing compliance, guiding annual funding decisions and highlighting anti-displacement and inclusionary strategies.

Together, these programs reflect a coordinated effort—spanning grants, regulatory rezoning, financial incentives, planning oversight, and equity-focused policy—to expand and sustain affordable housing countywide.

Actions planned to reduce lead-based paint hazards

As a recipient of federal funding, the county is required to comply with the HUD/EPA Lead-Based Paint Disclosure Rule and HUD's lead-based paint regulation, known as the Lead Safe Housing Rule. These rules require disclosure about LBP and LBP hazards in most pre-1978 housing units and ensure that young children are not exposed to LBP hazards in Federally assisted or Federally owned housing.

When selecting homes for rehabilitation/resale, the county will give priority to homes that were constructed after 1978. However, if this is not possible, the specific actions that Seminole County will take to address LBP hazards and increase access to housing without LBP hazards include:

- Assess state and local capacity for reducing lead hazards.
- Establish a strategic plan to address needs through capacity development and targeted interventions.
- Coordinate and provide guidance to contractors and housing providers involved in prevention efforts periodically.
- Ensuring that contractors completing work write-ups on housing units are certified to complete the proper testing. Contractors utilizing any federal funding provided by the county are required to be certified in conducting these types of hazard prevention methods when completing construction or rehabilitation projects.
- Maintaining a collaborative comprised of contractors and housing providers dedicated to conducting healthy home concepts.
- Performing visual assessments and healthy housing needs assessments for deteriorated paint surfaces for all properties considered for rehabilitation or restoration.
- When indicated based on the risk assessment, take appropriate steps to reduce the hazard.
- Coordinate with the local health department to maintain statistics on housing units identified to contain LBP.
- Distributing educational lead-based pamphlets and materials, as it applies, to clients participating in the county's housing rehabilitation program.

Actions planned to reduce the number of poverty-level families

Seminole County actively implements a multi-faceted anti-poverty strategy aimed at lifting families above the poverty line and plans to continue to utilize its local, state, and federal resources towards poverty reduction strategies in PY 2025. Together, these initiatives cover the full spectrum—from immediate crisis relief to long-term sustainable solutions—aligning housing assistance, fiscal education, job readiness, and nonprofit collaboration to systematically reduce poverty among Seminole County families.

Actions planned to reduce the number of poverty-level families in Seminole County include:

1. HUD-Funded Housing & Infrastructure

   Under its 2025–2039 Consolidated Plan, Seminole County will direct federal CDBG, HOME, and ESG funding toward preserving and expanding affordable housing, strengthening infrastructure in lower-income areas, offering homelessness prevention services, and investing in community revitalization—at least 70% must benefit low-to-moderate income households.

2. Rental Assistance

   Seminole County administers rental assistance programs such as Tenant-Based Rental Assistance (TBRA) and Rapid Re-Housing (RRH) funded through HOME and ESG. Tenant-Based Rental Assistance (TBRA) and Rapid Re-Housing (RRH) are effective tools for reducing poverty by providing immediate and flexible housing support to low-income households and individuals experiencing homelessness.

3. Homeownership Assistance

   Through the State Housing Initiatives Partnership (SHIP) program, the county promotes upward mobility by increasing access to homeownership opportunities, particularly for low-income populations. The Purchase Assistance Program offers down-payment aid and gap financing for income-qualified, first-time buyers earning up to 120% of area median income.

4. Shelter & Homeless Support

   In response to rising homelessness—including families living in cars—the county is proposing to increase annual funding for non-profit partners, as funding is available. The county currently supports shelters and homeless services through its CDBG, HOME, ESG, and CSBG funds. The county provides funding for shelter operations, rapid re-housing, and street outreach.

5. Community Services & Economic Mobility

   Seminole County is leveraging Community Services Block Grant (CSBG) funds and conducting a Community Needs Assessment to shape programs that improve economic self-sufficiency and workforce readiness among low-income residents.

6. Nonprofit Partnerships

   The county partners with local nonprofits offering essential services (food pantries, utility/rental aid, clothing, school supplies, emergency funds) and connecting families to budgeting, employment referrals, tax prep, and SNAP enrollment.

7. Financial Education

   Grants from the FAIRWINDS Foundation support Habitat for Humanity's financial literacy and homebuyer counseling programs—over 700 residents received training and credit-support services in 2023, empowering them to build stronger financial futures.

Actions planned to develop institutional structure

The county partners and collaborates with a number of agencies and organizations to address the housing and community development needs of low- and moderate-income persons and has developed an effective institutional structure involving the establishment of clear roles, responsibilities, and processes that support the county's goals and ensure accountability. This process includes continuously assessing current capacities and identifying gaps in governance, staffing, and operational systems. To support its institutional structure, the county has developed policies and procedures and implemented robust communication channels to facilitate coordination across departments and stakeholders.

The county also seeks training and capacity-building initiatives to help strengthen staff competencies and leadership skills. One of the main gaps in the county's institutional structure is the lack of a long-term partnership with a Community Housing Development Organization (CHDO) to carry out affordable housing activities. CDHOs are a special type of non-profit organization that must meet certain criteria to be certified to perform eligible HOME activities. The county will partner with the Florida Housing Coalition to provide technical assistance to county staff and non-profit organizations that have expressed a desire to become certified CHDOs. Participating in trainings fosters collaboration with external partners critical to the success of programs.

The county regularly reviews and refines the structure to ensure that the institution remains adaptable, resilient, and responsive to changing needs and priorities. In the event gaps are identified, Seminole County Community Services Department will take all of the appropriate measures and implement any additional actions necessary to resolve those issues. The county, in conjunction with the municipalities, elected officials, citizens, non-profit agencies, and for-profit organizations, will continue networking and trying to assess what residents need and how

best to meet those needs. Keeping the private and public sector aware of all services provided will be a key objective for the county.

Actions planned to enhance coordination between public and private housing and social service agencies

Seminole County works to strengthen coordination between public and private housing providers and social service agencies in various ways. The county is committed to ensuring comprehensive and efficient delivery of services to residents in need. Actions the county may take to foster partnerships include regular interagency meetings, collaborative planning sessions, and information-sharing initiatives aimed at aligning resources and reducing service gaps.

Furthermore, Seminole County will complete the following actions to enhance coordination between public and private housing and social services agencies:

- Seminole County will continue the annual Request for Applications process for local non-profit organizations to submit requests for consideration of grant funding to carry out the goals and objectives set forth in this Plan;
- Seminole County will enhance coordination with the Homeless Services Network of Central Florida, and other local private homeless providers, to expand access to data and needs for Seminole County's homeless population through participation on various housing and homeless committees; and
- Seminole County will enhance coordination with public entities, such as the Seminole County Health Department, on issues such as lead based paint data collection and reporting and through public events promoting health and wellness.

By encouraging cooperation among nonprofit organizations, affordable housing developers, health and mental health providers, and other community-based agencies, Seminole County seeks to create a more integrated support network. These efforts will help improve access to housing, expand supportive services, and promote long-term housing stability for vulnerable populations throughout the county.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Jay Zembower

*Title: Chairman, Board of County Commissioners

*Applicant/Recipient Organization:

Seminole County Board of County Commissioners

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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Jay Zembower

*Title: Chairman, Board of County Commissioners

*Applicant/Recipient Organization:

Seminole County Board of County Commissioners

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8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

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Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Jay Zembower

*Title: Chairman, Board of County Commissioners

*Applicant/Recipient Organization:

Seminole County Board of County Commissioners

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

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

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

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

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

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

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

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Chairman

Title

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:
Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Seminole County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000856

* c. UEI: JPJLF4QHYR13

d. Address:

* Street1: 1101 East 1st Street
Street2:
* City: Sanford
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 32771-1468

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

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

Prefix: Ms.
* First Name: Allison
Middle Name:
* Last Name: Thall
Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: 407-665-2301
Fax Number:

* Email: athall@seminolecountyfl.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

Emergency Solutions Grant

13. Competition Identification Number:

Title:

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

Add Attachment | Delete Attachment | View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-007

* b. Program/Project: FL-007

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025

* b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	$193,384.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$193,384.00

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

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

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

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

- [X] ** I AGREE

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

Authorized Representative:

Prefix:	Mr.
* First Name:	Jay
Middle Name:	
* Last Name:	Zembower
Suffix:	
* Title:	Chairman, Board of County Commissioners
* Telephone Number:	407-665-7205
Fax Number:	
* Email:	jzembower@seminolecountyfl.gov
* Signature of Authorized Representative:	

CERTIFICATIONS

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

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

Chairman, Board of County Commissioners

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

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

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025, 2026, 2027 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

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

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

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

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

_____ _____

Signature of Authorized Official Date

Chairman, Board of County Commissioners

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

Chairman, Board of County Commissioners

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

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

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

_____ _____

Signature of Authorized Official Date

Chairman, Board of County Commissioners

Title

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Seminole County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000856

* c. UEI: JPJLF4QHYR13

d. Address:

* Street1: 1101 East 1st Street

Street2:

* City: Sanford

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 32771-1468

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

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

Prefix: Ms.

* First Name: Allison

Middle Name:

* Last Name: Thall

Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: (407) 665-2301

Fax Number:

* Email: athall@seminolecountyfl.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

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

Add Attachment | Delete Attachment | View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-007 * b. Program/Project: FL-007

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	2,292,412.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,292,412.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. * First Name: Jay

Middle Name:

* Last Name: Zembower

Suffix:

* Title: Chairman, Board of County Commissioners

* Telephone Number: (407) 665-7205 Fax Number:

* Email: jzembower@seminolecountyfl.gov

* Signature of Authorized Representative: * Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Seminole County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000856

* c. UEI: JPJLF4QHYR13

d. Address:

* Street1: 1101 East 1st Street

Street2:

* City: Sanford

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 32771-1468

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

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

Prefix: Ms.

* First Name: Allison

Middle Name:

* Last Name: Thall

Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: (407) 665-2301

Fax Number:

* Email: athall@seminolecountyfl.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership

*** 12. Funding Opportunity Number:**

N/A

* Title:

HOME Investment Partnership

13. Competition Identification Number:

Title:

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

Add Attachment | Delete Attachment | View Attachment

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

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

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-007 * b. Program/Project: FL-007

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	898,114.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	898,114.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. * First Name: Jay

Middle Name:

* Last Name: Zembower

Suffix:

* Title: Chairman, Board of County Commissioners

* Telephone Number: (407) 665-7205 Fax Number:

* Email: jzembower@seminolecountyfl.gov

* Signature of Authorized Representative: * Date Signed:

NOTICE OF 30-DAY COMMENT PERIOD AND PUBLIC HEARING FOR DRAFT 2025-2029 HUD CONSOLIDATED PLAN AND PROGRAM YEAR (PY) 2025 ANNUAL ACTION PLAN

As a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD), Seminole County is required to submit a Five-Year Consolidated Plan and Annual Action Plan. The plans guide how the county will allocate its Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds and carry out housing and community development activities over a five-year period (2025-2029) and for the first program year (2025-2026). The objectives of the federal programs requiring a Consolidated Plan and Annual Action Plan are to provide decent housing, create a suitable living environment, and expand economic opportunities, primarily for very-low, low, and moderate-income persons.

The county invites residents, housing and homeless partners, service providers, business partners, and other stakeholders to provide comments on the draft 2025-2029 Consolidated Plan and draft PY 2025- 2026 Annual Action Plan during the 30-day period from Wednesday, July 2nd, 2025, through Friday, August 1st, 2025. Please submit written comments to Elvis Santana, Program Manager, via email to esantana@seminolecountyfl.gov.

Draft documents are available for review and comment at the Seminole County Government Community Services Department, 520 W. Lake Mary Blvd, Ste 100, Sanford, FL 32773. A digital copy is to be posted on the Community Services Webpage no later than July 7, 2025: https://www.seminolecountyfl.gov/departments-services/community-services

The Seminole County Board of County Commissioners will also hold a Public Hearing on Tuesday, July 22, 2025, at 9:30 am to obtain input and comments for the proposed activities in the draft 2025-2029 Consolidated Plan and draft PY 2025-2026 Annual Action Plan. The plans are intended to be adopted at this hearing. The public hearing will be held at the Seminole County Services Building, 1101 E. 1st Street, Sanford, FL 32771.

2025-2029 Consolidated Plan Estimated Available Funding	
CDBG (estimated 5-Year allocation)	$11,432,060
HOME (estimated 5-Year allocation)	$4,490,570
ESG (estimated 5-Year allocation)	$966,920
PY 2025-2026 Annual Action Plan Estimated Available Funding	
CDBG (PY25 annual allocation)	$2,292,412
HOME (PY25 annual allocation)	$898,114
ESG (PY25 annual allocation)	$193,384

Seminole County is committed to accessibility and ensuring that all visitors and residents, including individuals with disabilities, have equal access to our programs, services, and activities. PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC COMMENT PERIOD AT (407) 665- 7940. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.

File Number: 2025-583

Title:

Approve the Final Plat for the Eden Preserve Subdivision containing seventeen (17) lots on 7.14 acres zoned R-1AA (Single Family Dwelling), located on the west side of Eden Park Road, approximately 400 feet south of Bunnell Road; (DRP Multistate K, LLC, Applicant) District3 - Constantine (**Jose Gomez, Development Services Director**)

Division:

Development Services

Authorized By:

Jose Gomez - Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Eden Preserve Subdivision. The plat contains seventeen (17) lots on 7.14 acres. The subject site has a Low Density Residential Future Land Use designation and an R-1AA (Single Family Dwelling) zoning classification with a minimum lot size of 11,700 square feet and a maximum density of 2.38 dwelling units per net buildable acre.

On March 8, 2022, a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) for the subject property was approved by the Board of County Commissioners.

Districts 1,3,4,5 voted AYE, District 2 was absent.

The development is located within the Seminole County Utility Service Area and will be required to connect to public utilities. All internal roads will be privately owned and maintained by the homeowner’s association.

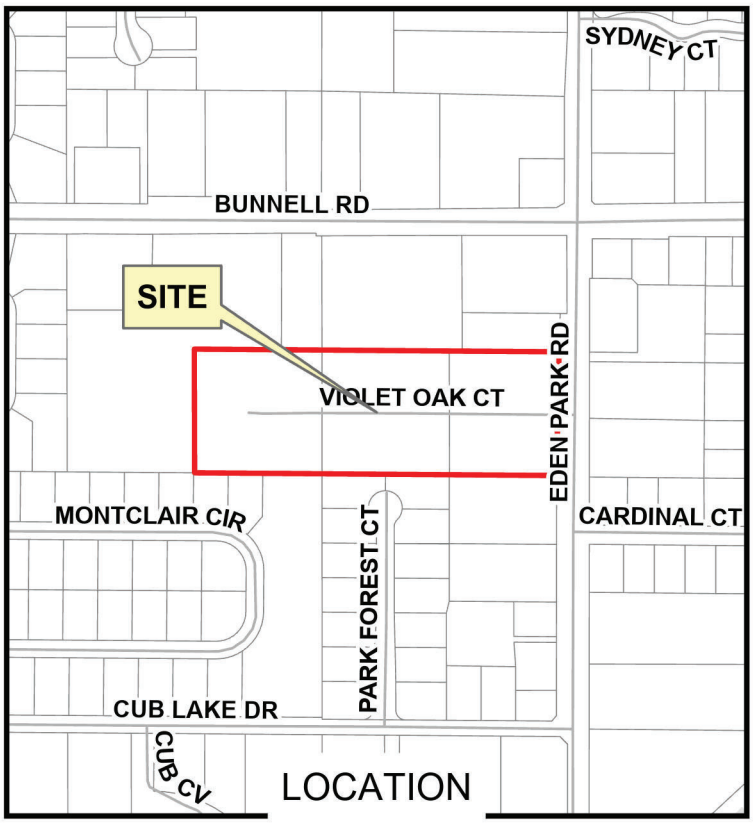
The Applicant has provided a performance bond to ensure the completion of the subdivision improvements.

In accordance with Section 35.13 of the SCLDC, on October 5, 2022, the County's Planning and Zoning Commission reviewed and approved the Preliminary Subdivision Plan for Eden Preserve. The Final Engineering Plans were submitted in accordance with Section 35.44 of the SCLDC and were approved on August 28, 2023.

The plat meets all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board of County Commissioners approve the Final Plat for the Eden Preserve Subdivision containing seventeen (17) lots on 7.14 acres zoned R-1AA (Single Family Dwelling), located on the west side of Eden Park Road, approximately 400 feet south of Bunnell Road.

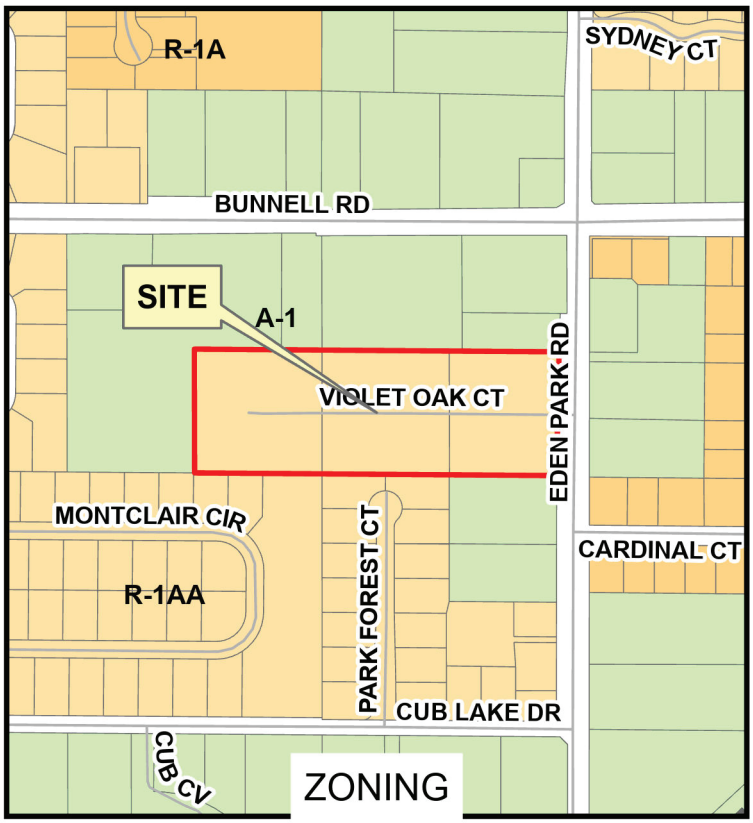


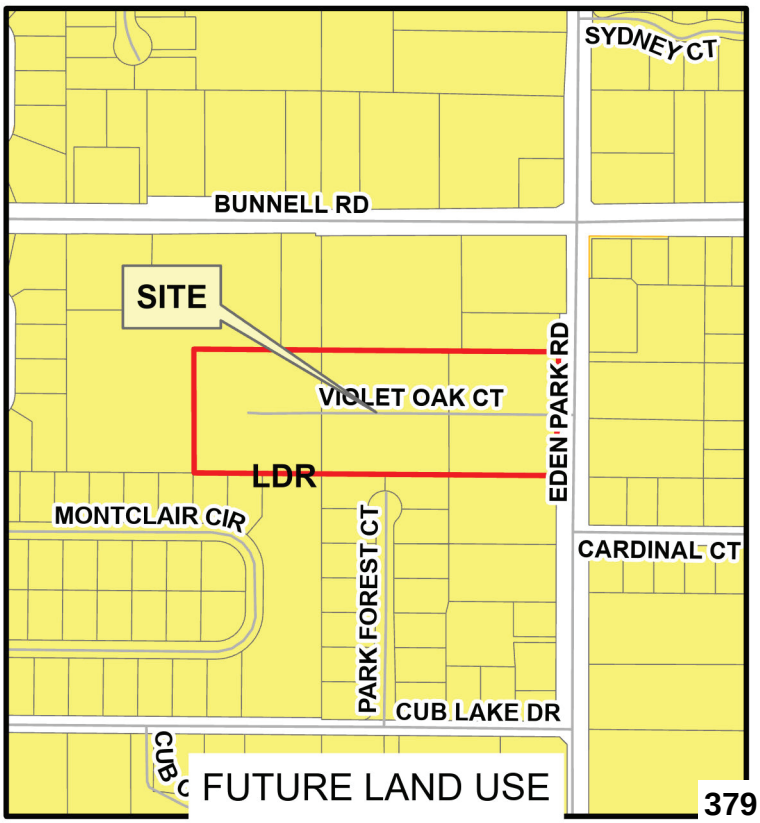


EDEN PRESERVE
FINAL PLAT

SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
JULY 22, 2025

Site
A-1
R-1AA
R-1A
LDR
N





Date: 5/22/2025

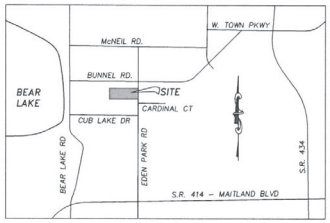
Project: EdenPreserve
Layout: 4 Panel PlatPSP

EDEN PRESERVE

A REPLAT OF A PORTION OF LOT 64 AND 65, MCNEIL'S ORANGE VILLA, AS RECORDED IN PLAT BOOK 2, PAGES 99–101, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

VICINITY MAP (SCALE 1"=2000')



LEGEND/ABBREVIATIONS:

L.B.	LICENSED BUSINESS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.P.	RADIUS POINT
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
F.D.E.	FENCE AND DRAINAGE EASEMENT
F.L.E.	FENCE AND LANDSCAPE EASEMENT
F.E.	FENCE EASEMENT
O.R.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK
PG.	PAGE
(NR)	NOT RADIAL
(R)	NOT RADIAL
□	DENOTES SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 7274"
◉	DENOTES SET NAIL AND DISK STAMPED "POP LB 7274"

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

DESCRIPTION:

THAT PART THE SOUTH 1/2 OF LOT 65 AND THE SOUTH 1/2 OF LOT 64, MCNEIL'S ORANGE VILLA, AS RECORDED IN PLAT BOOK 2, PAGES 99 THROUGH 101, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN S00°02'50"W ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 20, 988.12 FEET, TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOTS 64, AND 65; THENCE DEPARTING THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 20, RUN N89°35'24"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOTS 64 AND 65, 47.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDEN PARK ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5875, PAGE 914, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN N89°35'24"W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOTS 64, AND 65, 948.33 FEET, TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF SAID LOT 65; THENCE RUN S00°05'12"E, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE EAST 1/2 OF SAID LOT 65, 329.27 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF SAID LOT 65; THENCE RUN S89°35'01"E ALONG THE SOUTH LINE OF SAID LOTS 64, AND 65, 941.69 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF EDEN PARK ROAD; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE, N00°02'52"E, 105.10 FEET; N01°32'51"E, 224.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.144 ACRES MORE OR LESS.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST AS BEING N00°02'50"E (ASSUMED).

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE, AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY FLORIDA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.

4. THE DEVELOPMENT IS WITHIN THE WEKIVA STUDY AREA.

5. THE SUBJECT PROPERTY IS WITHIN THE COUNTY'S URBAN BEAR MANAGEMENT AREA AND MUST COMPLY WITH THE REQUIREMENTS OUTLINED IN CHAPTER 258 OF THE SEMINOLE COUNTY CODE OF ORDINANCES (2015–33).

EDEN PRESERVE
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT DRP MULTISTATE K, LLC, A DELAWARE LIMITED LIABILITY COMPANY BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES TRACT RW–1 (PUBLIC RIGHT–OF–WAY) AND TRACT LS–1 (LIFT STATION), TO BE OWNED AND MAINTAINED BY SEMINOLE COUNTY, FLORIDA. THE UTILITY EASEMENTS DESCRIBED AND SHOWN HEREON ARE DEDICATED TO SEMINOLE COUNTY AND UTILITY PROVIDERS. UTILITIES INSTALLED WITHIN UTILITY EASEMENTS ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS IS FOR INSTALLATION AND MAINTENANCE OF SANITARY SEWERS, WATER MAINS, POWER LINES, TELEPHONE LINES, FIBER LINES AND CABLEVISION LINES AND ANY OTHER RELATED OR APPURTENANT FACILITIES. THE DRAINAGE EASEMENT SHOWN ARE DEDICATED TO AND MAINTAINED BY EDEN PRESERVE HOMEOWNERS ASSOCIATION, INC. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORM–WATER SYSTEM AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE, THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORM–WATER SYSTEM. TRACT SMA–1 (STORMWATER/OPEN SPACE), IS HEREBY DEDICATED TO, OWNED AND MAINTAINED BY EDEN PRESERVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT–FOR–PROFIT CORPORATION. THE FIVE (5.00) FOOT WIDE DRAINAGE AND UTILITY EASEMENT ON ALL SIDE PROPERTY LINES IS HEREBY DEDICATED TO THE ASSOCIATION: POOL EQUIPMENT, WATER SOFTENERS, AND SIMILAR FACILITIES SHALL NOT BE PERMITTED WITHIN THREE (3.00) FEET OF THE SIDE PROPERTY LINES. AIR CONDITIONER UNITS SHALL NOT BE WITHIN (3.00) FEET OF THE SIDE PROPERTY LINE UNLESS ELEVATED AND MOUNTED TO THE STRUCTURE IN A MANNER NOT OBSTRUCTING SIDE YARD PASSAGE OR THE FUNCTION AND MAINTENANCE OF THE DRAINAGE AND UTILITY EASEMENT. THE TEN (10.00) FOOT FENCE AND LANDSCAPE EASEMENT (F.L.E.), THE TWELVE (12.00) FOOT TO (15.00) FOOT FENCE AND DRAINAGE EASEMENT (F.D.E.) AND THE FIVE (5.00) FOOT FENCE EASEMENT SHOWN HEREON IS DEDICATED TO THE EDEN PRESERVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT–FOR–PROFIT CORPORATION, AND MAINTAINED IN ACCORDANCE WITH SEMINOLE COUNTY LAND DEVELOPMENT CODE.

IN WITNESS WHEREOF, THE UNDERSIGNED, DRP MULTISTATE K, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2025.

DRP MULTISTATE K, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DW GENERAL PARTNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
HOUDIN HONARVAR
AUTHORIZED SIGNATORY FOR DW GENERAL PARTNER, LLC

SIGNED IN THE PRESENCE OF:

SIGN NAME: _____ SIGN NAME: _____

PRINT NAME: _____ PRINT NAME: _____

STATE OF
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025 BY HOUDIN HONARVAR, AUTHORIZED SIGNATORY, DW GENERAL PARTNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION. THE INDIVIDUAL AND AUTHORIZED SIGNATORY DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONVEYANCE AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH AUTHORIZED SIGNATORY THEREUNTO DULY AUTHORIZED AND THE SAID CONVEYANCE IS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
PRINTED NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ 2025, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

_____ _____
CHAIRMAN OF THE BOARD DATE

ATTEST: _____
CLERK OF THE BOARD

PRINTED NAME: _____

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____ _____
RAYMOND PHILLIPS DATE
LICENSE NO. 7015
COUNTY SURVEYOR FOR SEMINOLE COUNTY, FLORIDA

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER DOES HEREBY CERTIFY THAT ON MAY 02, 2024 HE COMPLETED THE SURVEY OF SAID LANDS SHOWN IN THE FOREGOING PLAT AND SAID SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, PART 1; AND THAT SAID LAND IS LOCATED IN, SEMINOLE COUNTY, FLORIDA.

Date: _____ Signed _____

BISHMAN SURVEYING AND MAPPING, INC.
301 N. TUBB STREET, SUITE 106
OAKLAND, FLORIDA 34760

ARON D. BISHMAN, P.S.M.
Florida Registration No. 5668
Licensed Business No. 7274

CERTIFICATE OF CLERK OF THE 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 _____ DOCUMENT NO. _____

CLERK OF CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA

BY: _____
PRINTED NAME:

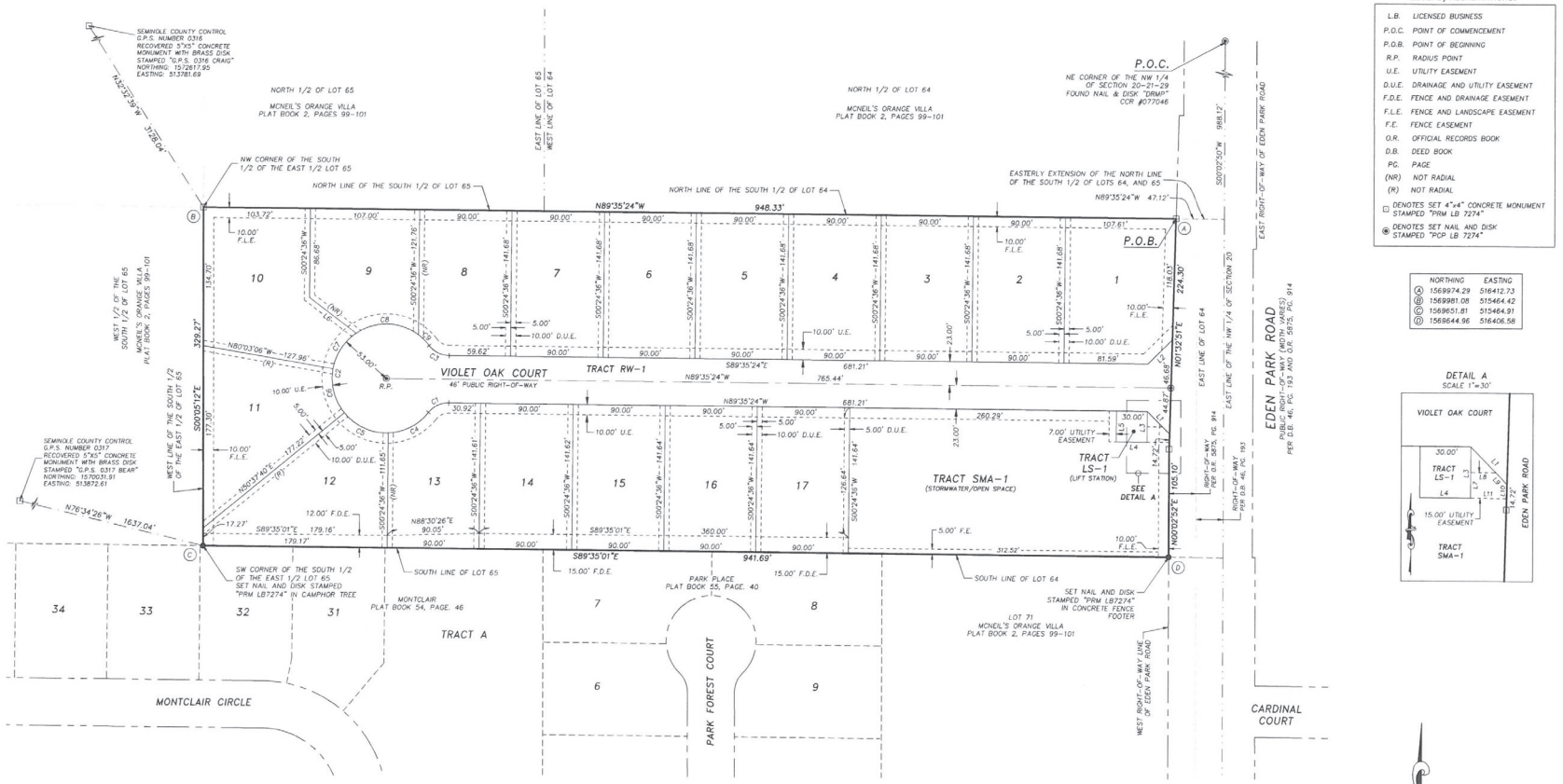
BISHMAN Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407–905–8877

EDEN PRESERVE

A REPLAT OF A PORTION OF LOT 64 AND 65, MCNEIL'S ORANGE VILLA, AS RECORDED IN PLAT BOOK 2, PAGES 99–101, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE



LEGEND/ABBREVIATIONS:

L.B.	LICENSED BUSINESS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.P.	RADIUS POINT
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
F.D.E.	FENCE AND DRAINAGE EASEMENT
F.L.E.	FENCE AND LANDSCAPE EASEMENT
F.E.	FENCE EASEMENT
O.R.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK
PG.	PAGE
(NR)	NOT RADIAL
(R)	NOT RADIAL
□	DENOTES SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 7274"
◉	DENOTES SET NAIL AND DISK STAMPED "PCP LB 7274"

	NORTHING	EASTING
A	1569974.29	516412.73
B	1569981.08	515464.42
C	1569651.81	515464.91
D	1569644.96	516406.58

DETAIL A
SCALE 1"=30'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	52°01'12"	25.00'	22.70'	S64°24'00"W	21.93'
C2	284°02'25"	53.00'	262.74'	S00°24'36"W	65.23'
C3	52°01'12"	25.00'	22.70'	S63°34'47"E	21.93'
C4	49°25'41"	53.00'	45.72'	N63°06'14"E	44.32'
C5	52°48'35"	53.00'	48.85'	S65°46'38"E	47.14'
C6	49°19'14"	53.00'	45.62'	S14°42'43"E	44.23'
C7	45°56'01"	53.00'	42.49'	S32°54'54"W	41.36'
C8	70°27'21"	53.00'	65.17'	N88°53'25"W	61.14'
C9	16°05'34"	53.00'	14.89'	N45°36'58"W	14.84'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N44°35'24"W	30.91'
L2	N45°24'36"E	33.48'
L3	S00°24'36"W	30.00'
L4	N89°35'24"W	30.00'
L5	N00°24'36"E	30.00'
L6	S52°46'03"E	57.29'
L7	N00°24'36"E	15.00'
L8	S89°35'24"E	15.00'
L9	S44°35'24"E	9.70'
L10	S01°32'51"W	8.14'
L11	N89°35'24"W	21.70'

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 INCH = 50 FT.

BISHMAN Surveying & Mapping, Inc.
CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407-905-8877

File Number: 2025-604

Title:

Approve the Final Plat for the Magnolia Plantation Driving Range Subdivision containing one (1) lot on 3.44 acres zoned PD (Planned Development), located on the north side of Shadowmoss Circle, one (1) mile west of Markham Woods Road (Kevin S. Herbert P.E., Applicant). District5 - Herr (**Jose Gomez, Development Services Director**)

Division:

Development Services - Growth Management

Authorized By:

Jose Gomez - Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Magnolia Plantation Driving Range Final Plat. The plat contains one (1) lot on 3.44 acres. The subject site has a Planned Development Future Land Use designation and a PD (Planned Development) zoning classification.

August 28, 1990, a rezone from A-1 (Agriculture) to PD (Planned Development) for the Magnolia Plantation PD (fka Bent Tree Golf and Country Club PD) was approved by the Board of County Commissioners. Districts 1, 2, 3, 4 and 5 voted AYE.

On May 12, 2022, the PD was amended administratively to establish the boundary for proposed Lot 1 with permitted uses, development criteria, and legal access to the existing Bender Academy facility that's located on proposed Lot 1. The proposed replat seeks to create a legal subdivision of land that will allow for the separation of ownership between the Bender Academy facility and the adjacent Magnolia Plantation Golf Course.

Lot 1 will access onto Shadowmoss Circle, which is a private right-of-way within the

Magnolia Plantation Subdivision, via a twenty (20) foot wide drive aisle.

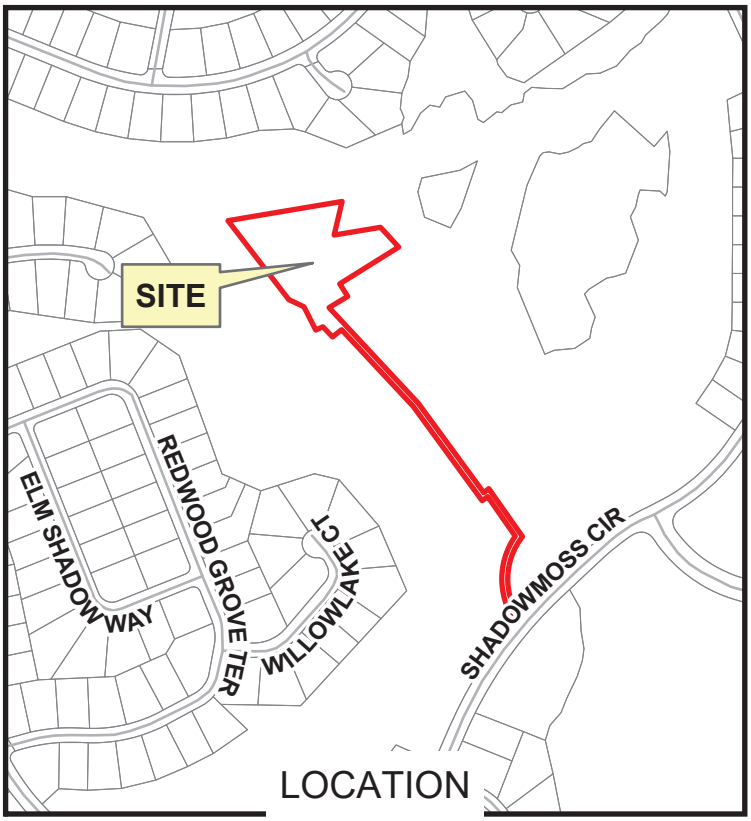
The site is located within the Seminole County utility service area. The existing building located on proposed Lot 1 is currently connected to public utilities for water and utilizes a septic system for waste-water due to sewer lines not being in proximity to the building.

The proposed plat does not require a performance bond because infrastructure is already existing.

The plat meets all conditions stated in Development Order #90-0613, Developer's Commitment Agreement #22-20500004, and all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board of County Commissioners approve the Final Plat for the Magnolia Plantation Driving Range Subdivision containing one (1) lot on 3.44 acres zoned PD (Planned Development), located on the north side of Shadowmoss Circle, one (1) mile west of Markham Woods Road.



LOCATION



AERIAL

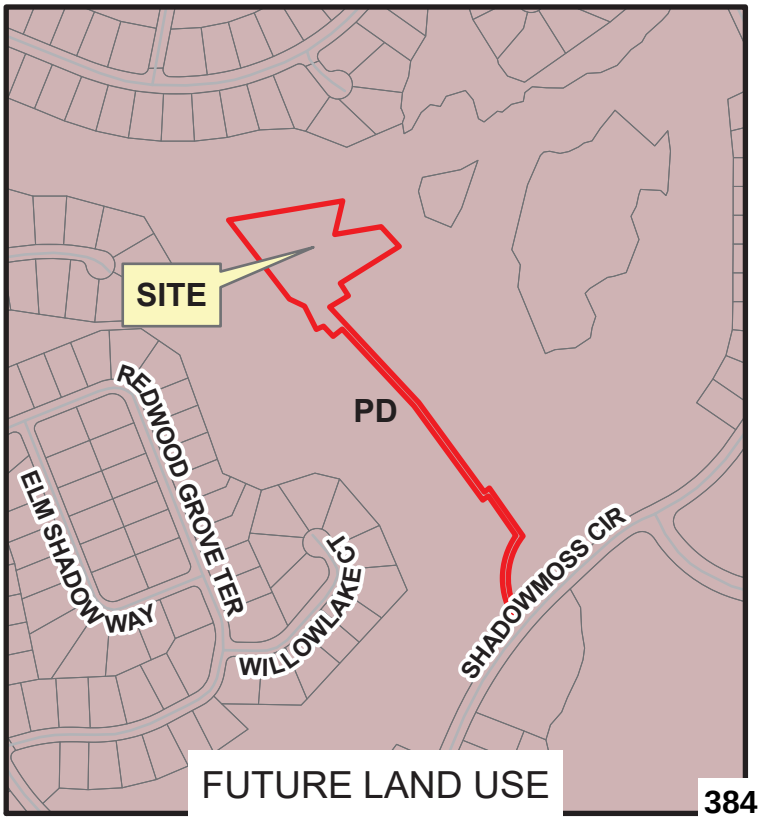
MAGNOLIA PLANTATION DRIVING RANGE
FINAL PLAT

SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
JULY 22, 2025

Site PD PD N



ZONING



FUTURE LAND USE

Date: 6/17/2025

Project: MagnoliaPlantationDrivingRange
Layout: 4 Panel PlatPSP

SHEET 1 OF 3

MAGNOLIA PLANTATION DRIVING RANGE

A REPLAT OF A PORTION OF TRACT "F-A" AND A PORTION OF TRACT "F-B", MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73 THROUGH 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
A PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 29 EAST AND A PORTION OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF TRACT "F-A" AND TRACT "F-B", MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73 THROUGH 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER OF TRACT "F-B", MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73 THROUGH 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SHADOWMOSS CIRCLE AND BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1486.03 FEET, AN INCLUDED ANGLE OF 00°51'21", A CHORD BEARING OF S 41°11'55" W AND A CHORD DISTANCE OF 22.19 FEET; RUN 22.19 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 238.62 FEET, AN INCLUDED ANGLE OF 70°08'32", A CHORD BEARING OF N 02°13'26" E AND A CHORD DISTANCE OF 274.22 FEET, THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN 292.12 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 35°30'49" W, A DISTANCE OF 203.44 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "F-B"; THENCE ALONG SAID NORTHERLY LINE RUN S 52°49'28" W, A DISTANCE OF 23.40 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN N 36°34'49" W, A DISTANCE OF 388.00 FEET; THENCE RUN N 43°22'15" W, A DISTANCE OF 451.53 FEET; THENCE RUN N 57°26'57" E, A DISTANCE OF 74.44 FEET; THENCE RUN N 32°33'22" W, A DISTANCE OF 50.16 FEET; THENCE RUN N 57°26'52" E, A DISTANCE OF 238.25 FEET; THENCE RUN N 42°55'09" W, A DISTANCE OF 93.29 FEET; THENCE RUN S 80°36'01" W, A DISTANCE OF 162.02 FEET; THENCE RUN N 12°33'27" E, A DISTANCE OF 117.99 FEET; THENCE RUN S 80°26'02" W, A DISTANCE OF 397.97 FEET; THENCE RUN S 38°05'33" E, A DISTANCE OF 345.61 FEET; THENCE RUN S 64°08'27" E, A DISTANCE OF 58.91 FEET; THENCE RUN S 28°05'43" E, A DISTANCE OF 91.40 FEET; THENCE RUN N 63°34'17" E, A DISTANCE OF 26.19 FEET; THENCE RUN S 43°12'50" E, A DISTANCE OF 48.92 FEET; THENCE RUN N 51°48'23" E, A DISTANCE OF 40.28 FEET; THENCE RUN S 43°22'15" E, A DISTANCE OF 364.70 FEET; THENCE RUN S 36°34'49" E, A DISTANCE OF 406.72 FEET; THENCE RUN N 53°13'25" E, A DISTANCE OF 10.02 FEET; THENCE RUN S 81°08'42" E, A DISTANCE OF 18.18 FEET; THENCE RUN S 35°30'49" E, A DISTANCE OF 155.69 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 258.67 FEET, AN INCLUDED ANGLE OF 68°09'50", A CHORD BEARING OF S 00°05'20" E AND A CHORD DISTANCE OF 289.91 FEET, RUN 307.74 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SHADOWMOSS CIRCLE AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1486.03 FEET, AN INCLUDED ANGLE OF 00°48'12", A CHORD BEARING OF N 40°22'09" E AND A CHORD DISTANCE OF 20.84 FEET, RUN 20.84 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 3.44 ACRES, MORE OR LESS.

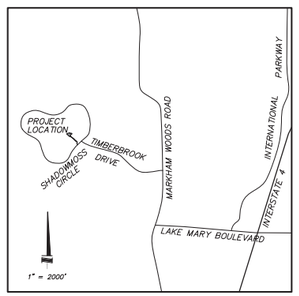
LEGEND

⊡	INDICATES SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 6767" (UNLESS NOTED OTHERWISE)
●	INDICATES SET 1" DIAMETER BRASS DISK, STAMPED "PRM LB6767" (UNLESS NOTED OTHERWISE)
N/D	1" DIAMETER BRASS DISK (UNLESS NOTED OTHERWISE)
POP	PERMANENT CONTROL POINT
FND	FOUND
PG	PAGE
CCR	CERTIFIED CORNER RECORD
ORB	OFFICIAL RECORDS BOOK
CM	CONCRETE MONUMENT
PRM	PERMANENT REFERENCE MONUMENT
IP	IRON PIPE
SEC	SECTION
OA	OVERALL
ID	INDENTIFICATION
R/W	RIGHT-OF-WAY
℄	CENTERLINE
RLS	REGISTERED LAND SURVEYOR
△	CENTRAL ANGLE
R	RADIUS
L	LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
PI	POINT OF INTERSECTION
RP	RADIUS POINT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
DOC#	OFFICIAL RECORD DOCUMENT NUMBER OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
ESMT	EASEMENT
N/T	NON-TANGENT
RAD	RADIAL
(NR)	NON-RADIAL
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
AKA	ALSO KNOWN AS
LB	LICENSED BUSINESS
(C)	CALCULATED
IR	IRON ROD
RR	RAILROAD
—|—	CHANGE IN DIRECTION

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT-OF-WAY SHADOWMOSS CIRCLE BEING S 46°35'55" W PER MAGNOLIA PLANTATION, PLAT BOOK 55, PAGES 73 THROUGH 93.
2. 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 AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ALL ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICES COMMISSION.
3. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY FLORIDA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
4. THE STATE PLANE COORDINATE VALUES SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE, NAD83 AND ARE FOR GIS PURPOSES.
5. THE SUBJECT PROPERTY IS WITHIN THE COUNTY'S URBAN BEAR MANAGEMENT AREA AND MUST COMPLY WITH THE REQUIREMENTS OUTLINED IN CHAPTER 258 OF THE SEMINOLE COUNTY CODE OF ORDINANCES (2015-33).

VICINITY MAP



SHEET INDEX:

SHEET 1 – COVER SHEET
SHEET 2 – PLAT
SHEET 3 – TITLE INFORMATION

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

PREPARED BY: (407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

PLAT BOOK PAGE

MAGNOLIA PLANTATION DRIVING RANGE DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Magnolia Golf Club Holding, LLC, being the owner in fee simple of the lands described in the attached plat, entitled "MAGNOLIA PLANTATION DRIVING RANGE", located in the Seminole County, Florida, do hereby dedicate said lands and plat for the uses and purposes therein expressed. A non-exlusive easement through, over, under and across all utility easements shown hereon is dedicated for use by all public utilities for the purpose of constructing, maintaining and replacing their respective facilities servicing the lands encompassed by this plat.

AND IN WITNESS WHEREOF, has caused these presents to be signed by the owner named below on this day of , 2025

MAGNOLIA GOLF CLUB HOLDING, LLC
a Florida limited liability company

BY: _____
Scott Meixwell, Manager

WITNESS: _____
signature
_____
print name

BY: _____
Tracey Carter, Manager

WITNESS: _____
signature
_____
print name

STATE of FLORIDA
County of _____

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____ 2025 by Scott Meixwell, and Tracey Carter, as Managers of Magnolia Golf Club Holding, LLC a Florida limited liability company, on behalf of said company ☐ who is personally known to me or ☐ who produced as identification.
(AFFIX NOTARY SEAL)

_____
Signature of Notary Public
_____
Print Name of Notary Public
My Commission Expires:
Commission Number:

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Part 1, Florida Statutes.

Date: _____

Signed: _____
David M. McDermott
Florida Registered Surveyor and Mapper
Florida License No. LS4779

Associated Land Surveying & Mapping, Inc.
1681 Powell Street
Longwood, FL, 32750
Certificate of Authorization No. LB 6767

BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on _____, 2025, the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

_____ _____
Jay Zembower, Chairman Date

Attest: _____

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR

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

By: _____ Date: _____, 2025
Raymond F. Phillips, PSM Florida License No. LS7015
Reviewing Surveyor for Seminole County, Florida

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____, 2025.

File No. _____

_____
Clerk of the Circuit Court
in and for Seminole County, Florida

SHEET 3 OF 3

MAGNOLIA PLANTATION DRIVING RANGE

PLAT BOOK PAGE

A REPLAT OF A PORTION OF TRACT "F-A" AND A PORTION OF TRACT "F-B", MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73 THROUGH 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
A PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 29 EAST AND A PORTION OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF PLAT IN SEMINOLE COUNTY, FLORIDA

THIS PLAT WAS PREPARED WITH THE BENEFIT OF A CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF A PLAT IN SEMINOLE COUNTY, FLORIDA, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ORNTIC FILE No:1569916 A3, SEARCH THROUGH MAY 13, 2025.

1. ALL MATTERS CONTAINED ON THE PLAT OF MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73, AS AFFECTED BY AFFIDAVITS RECORDED IN O.R. BOOK 3800, PAGE 1564 AND O.R. BOOK 3893, PAGE 832, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. PLOTTABLE MATTERS SHOWN.
2. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 3672, PAGE 793; WITH AMENDMENTS RECORDED IN O.R. BOOK 3872, PAGE 1080; O.R. BOOK 3880, PAGE 1025; O.R. BOOK 3975, PAGE 324; O.R. BOOK 6266, PAGE 1359; O.R. BOOK 6494, PAGE 1932; O.R. BOOK 7545, PAGE 1857, O.R. BOOK 7685, PAGE 767, O.R. BOOK 7902, PAGE 1387, O.R. BOOK 8253, PAGE 1484 O.R. BOOK 8643, PAGE 142, AND O.R. BOOK 10173, PAGE 1056, AND FIRST SUPPLEMENT RECORDED IN O.R. BOOK 3916, PAGE 1422, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, WHICH CONTAIN PROVISIONS CREATING EASEMENTS AND/OR ASSESSMENTS. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
3. NON-EXCLUSIVE EASEMENTS FOR ACCESS, GRADING, DEVELOPMENT, DRAINAGE AND UNDERGROUND UTILITIES RECORDED IN O.R. BOOK 3736, PAGE 83 AND O.R. BOOK 3736, PAGE 88, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERY. NOT PLOTTABLE.
4. EASEMENT RECORDED IN O.R. BOOK 3786, PAGE 1013, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
5. DEVELOPMENT ORDER RECORDED IN O.R. BOOK 2228, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
6. CONDITIONAL UTILITY AGREEMENT FOR WATER SERVICE RECORDED IN O.R. BOOK 3654, PAGE 1377, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
7. CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICE RECORDED IN O.R. BOOK 3654, PAGE 1411, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
8. UNRECORDED LEASE IN FAVOR OF M. BENDER, INC., A FLORIDA CORPORATION EVIDENCED BY MEMORANDUM OF LEASE RECORDED IN O.R. BOOK 7787, PAGE 1732, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. INCLUSIVE LEASE AREA LIES WITHIN PORTIONS OF LOT 1 ON THIS PLAT.
9. FINAL DEVELOPMENT PLAN RECORDED IN O.R. BOOK 10241, PAGE 740, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
10. DECLARATION OF FIRE PATH ACCESS AND USE EASEMENT RECORDED IN O.R. BOOK 10674, PAGE 41, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. SHOWN.
11. REVISED 3/17/2025 UNDER A1: IRRIGATION USE AGREEMENT RECORDED IN O.R. BOOK 10674, PAGE 52, AMENDMENT RECORDED IN O.R. BOOK 10777, PAGE 426, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. EASEMENT IS ADJACENT TO SUBJECT PROPERY. SHOWN.
12. CART BARN ACCESS AND USE EASEMENT RECORDED IN O.R. BOOK 10674, PAGE 56, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. NOT PLOTTABLE.
13. REVISED UNDER A3: ACCESS, PARKING, SIGNAGE AND USE EASEMENT RECORDED IN O.R. BOOK 10674, PAGE 56 AND RE-RECORDED IN O.R. BOOK 10820, PAGES 688-704, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY. SHOWN.
14. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES.
15. SUBJECT TO ASSESSMENTS LEVIED BY THE CONDOMINIUM/HOMEOWNER ASSOCIATION.
16. ALL TAXES AND ASSESSMENTS ON PARCEL #03-20-5PG-PB00-0000 FOR THE YEAR 2025. THERE ARE NO OUTSTANDING PRIOR YEAR TAXES DUE FOR THE ABOVE REFERENCED PARCEL.

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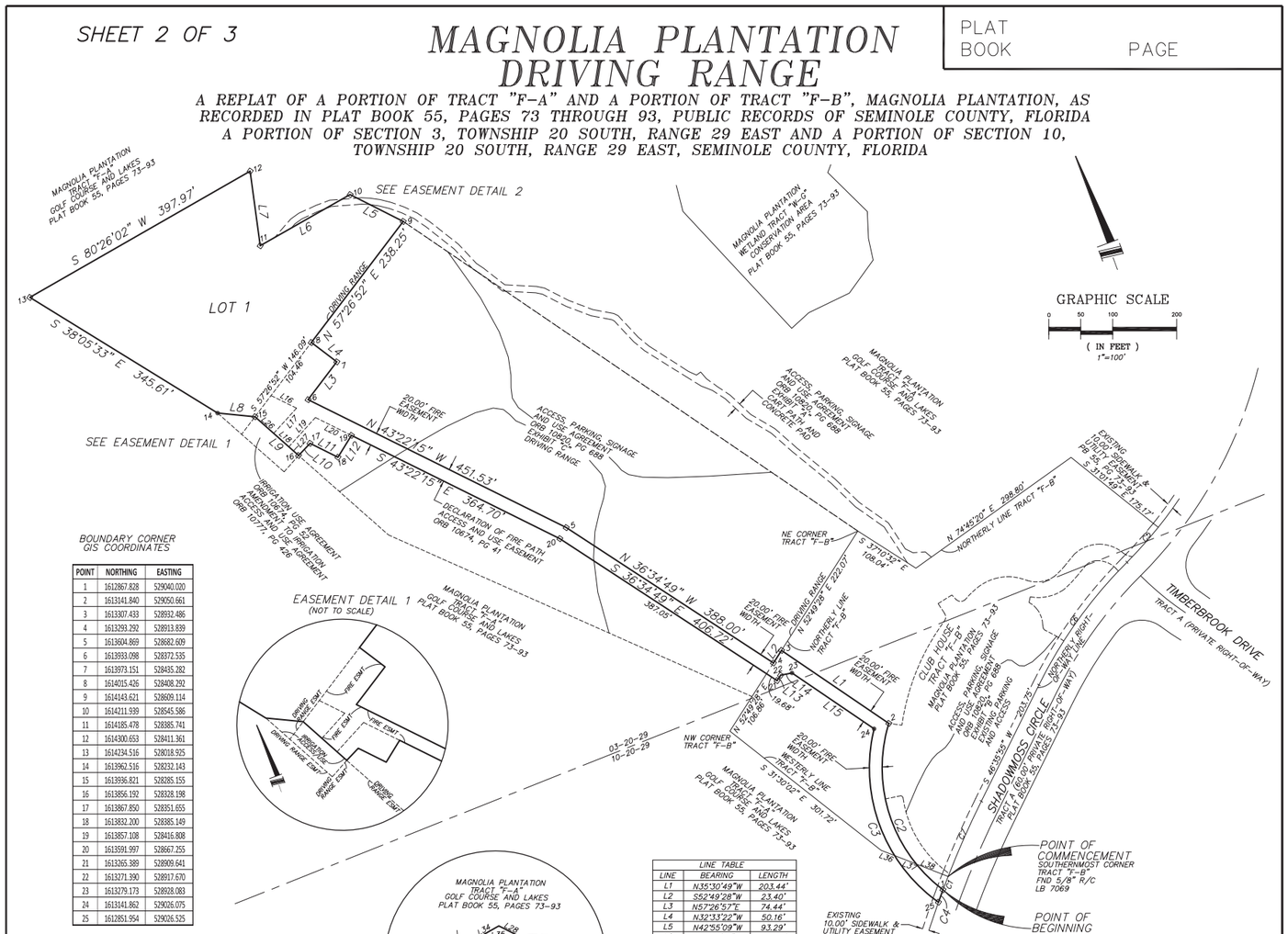
PREPARED BY: (407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

SHEET 2 OF 3

MAGNOLIA PLANTATION DRIVING RANGE

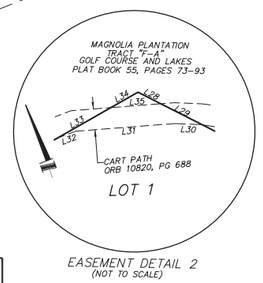
PLAT BOOK ____ PAGE ____

A REPLAT OF A PORTION OF TRACT "F-A" AND A PORTION OF TRACT "F-B", MAGNOLIA PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGES 73 THROUGH 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
A PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 29 EAST AND A PORTION OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA



EASEMENT DETAIL 1
(NOT TO SCALE)

EASEMENT DETAIL 2
(NOT TO SCALE)



POINT	NORTHING	EASTING
1	1612867.828	529040.020
2	1613141.840	529050.661
3	1613307.433	528932.486
4	1613293.292	528913.839
5	1613604.869	528682.609
6	1613933.098	528372.535
7	1613973.151	528435.282
8	1614015.426	528408.292
9	1614143.621	528609.114
10	1614211.939	528545.586
11	1614185.478	528385.741
12	1614300.653	528411.361
13	1614234.516	528018.925
14	1613962.516	528232.143
15	1613936.821	528285.155
16	1613856.192	528328.198
17	1613867.850	528351.655
18	1613832.200	528385.149
19	1613857.108	528416.808
20	1613591.997	528667.255
21	1613265.389	528909.641
22	1613271.390	528917.670
23	1613279.173	528928.083
24	1613141.862	529026.075
25	1612851.954	529026.525

BOUNDARY CORNER GIS COORDINATES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N35°30'49"W	203.44'
L2	S52°49'28"W	23.40'
L3	N57°26'57"E	74.44'
L4	N32°33'22"W	50.16'
L5	N42°55'09"W	93.29'
L6	S80°36'01"W	162.02'
L7	N12°32'27"E	117.99'
L8	S64°08'27"E	58.91'
L9	S28°05'43"E	91.40'
L10	N63°34'17"E	26.19'
L11	S43°12'50"E	48.92'
L12	N51°48'23"E	40.28'
L13	N53°13'25"E	10.02'
L14	S81°08'42"E	18.18'
L15	S35°30'49"E	155.69'
L16	N43°27'39"W	44.61'
L17	N62°28'20"E	53.33'
L18	S28°05'43"E	31.72'
L19	N62°28'20"E	62.02'
L20	N43°22'15"W	62.96'
L26	S28°05'43"E	59.25'
L27	S28°05'43"E	20.43'

LINE TABLE		
LINE	BEARING	LENGTH
L28	S42°55'09"E	12.25'
L29	S42°55'09"E	21.55'
L30	S67°22'56"E	12.42'
L31	S74°11'33"E	47.61'
L32	N89°17'55"E	9.58'
L33	N80°36'01"E	29.74'
L34	N80°36'01"E	14.93'
L35	N74°11'33"W	23.98'
L36	S48°22'25"E	23.63'
L37	S48°22'25"E	36.64'
L38	S48°22'25"E	53.42'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	00°51'21"	1486.03'	22.19'	S41°11'55"W	22.19'
C2	70°08'32"	238.62'	292.12'	N02°13'26"E	274.22'
C3	68°09'50"	258.67'	307.74'	S00°05'20"E	289.91'
C4	00°48'12"	1486.03'	20.84'	N40°22'09"E	20.84'
C5	06°16'56"	670.00'	73.46'	S62°06'39"W	73.43'
C6	18°39'12"	730.00'	237.66'	S55°55'31"W	236.61'
C7	04°58'20"	1486.03'	128.96'	S44°06'45"W	128.92'

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PREPARED BY: (407) 869-5002
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

File Number: 2025-639

Title:

Approve the Plat for the Bonnalyn Hollow Subdivision containing three (3) residential lots on 20.14 acres zoned A-1 (Agriculture), located on the north side of Oak Hollow Lane, approximately ¼ mile east of Dean Road; (Tammie Foote, Applicant) District1 - Dallari (**Jose Gomez, Development Services Director**).

Division:

Development Services - Growth Management

Authorized By:

Jose Gomez, Development Services Director

Contact/Phone Number:

Joy Giles/407-665-7399

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Bonnalyn Hollow Plat. The plat contains three (3) residential lots on 20.14 acres with a Low Density Residential Future Land Use and A-1 (Agriculture) zoning which is the original zoning of the property. The Low Density Residential Future Land Use allows for four (4) dwelling units per net buildable acre, and the A-1 zoning classification requires a minimum lot size of one (1) acre exclusive of wetlands and floodplain; each lot will be a minimum of 6.71 acres. The overall site contains a total of 6.19 acres of wetlands that will be preserved in a conservation easement. The Subdivision's net buildable acreage is 13.95 acres which will yield a density of 0.21 dwelling units per net buildable acre.

The subject property is located within the Seminole County utility service area; however, utility lines are currently not available; therefore, each lot will utilize well and septic for water and wastewater.

The site subject to this proposed Plat consists of twenty (20) acres in total. In 1991 the east ten (10) acres of the site was approved for a split into two (2) parcels as part of a larger "Five (5) Acre Development" approval; however, the property owner did not

complete the split and the ten (10) acres remained under one (1) parcel. The owner would now like to implement the creation of the previously approved two (2) lots on the ten (10) acre portion and include the additional ten (10) acre parcel adjacent on the west to yield a total of three (3) lots.

Per Sec. 35.64 of the SCLDC, the subdividing of land shall be such as to provide, by means of a street or access-way, each lot with satisfactory and permanent access to an existing public street. Lots not having full frontage on a street shall have an access-way of at least twenty (20) feet in width and suitable for access by emergency vehicles. All three (3) lots will have frontage onto a private access-way known as Oak Hollow Lane, which is forty (40) feet in width and connects to the public road portion of Oak Hollow Lane directly adjacent to the west. Public Safety-Fire and Public Works have reviewed the existing forty (40) foot wide private access-way and have determined the ingress/egress to be suitable for access by emergency vehicles.

Per SCLDC Sec. 35.61, all lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the Board finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. The plat meets all applicable requirements of Chapter 177, Florida Statutes.

Per SCLDC Sec. 35.122, the Development Services Director waived the requirement of a Preliminary Subdivision Plan (PSP) due to the previous approval of the proposed lots; the Engineering of each lot will be reviewed at time of building permit. Infrastructure improvements are not proposed; therefore, a Performance Bond will not be required.

Requested Action:

Staff requests the Board approve the Plat for the Bonnalyn Hollow Subdivision containing three (3) residential lots on 20.14 acres zoned A-1 (Agriculture), located on the north side of Oak Hollow Lane, approximately ¼ mile east of Dean Road.



LOCATION

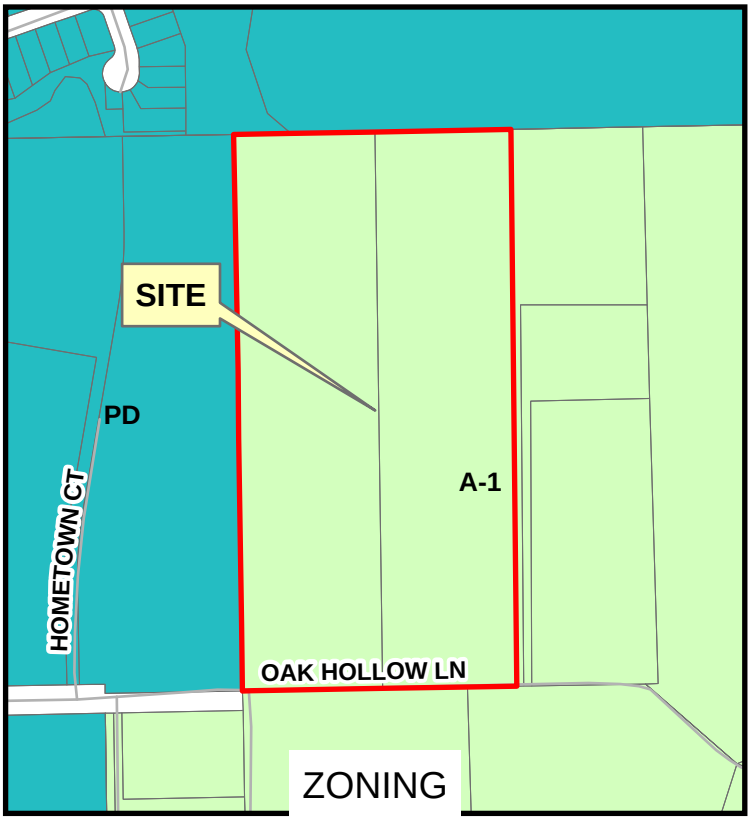


AERIAL

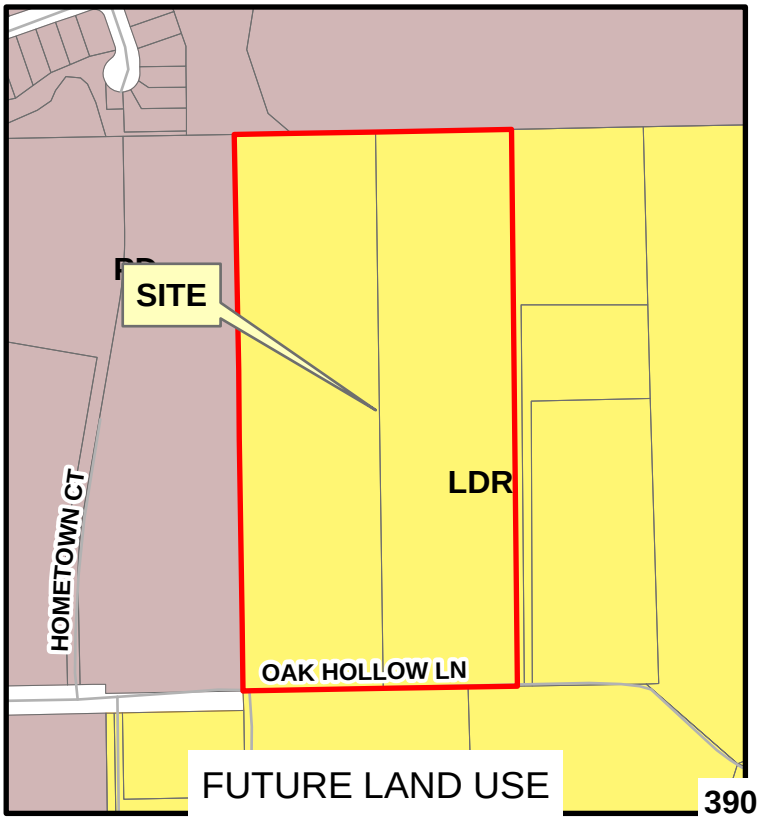
BONNALYN HOLLOW
PLAT

SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
JULY 22, 2025

Site
A-1
PD
LDR
PD



ZONING



FUTURE LAND USE

Date: 6/26/2025

Project: Bonnalyn Hollow
Layout: 4 Panel PlatPSP

BONNALYN HOLLOW

A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER
OF SECTION 32 TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION :

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 32 EAST, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT STAMPED LS4285 AT THE NORTHEAST CORNER OF HOMETOWN ESTATES AS RECORDED IN PLAT BOOK 47, PAGE 77 OF THE PUBLIC RECORDS OF SAID SEMINOLE COUNTY, THENCE N88°58'57"E ALONG THE NORTH LINE OF SAID SW-1/4 OF THE NW-1/4 A DISTANCE OF 661.41 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SW-1/4 OF THE NW-1/4; THENCE S01°01'25"E ALONG SAID EAST LINE A DISTANCE OF 1324.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SW-1/4 OF THE NW-1/4 AS LAID OUT AND NOW IN USE; THENCE S88°50'01"W ALONG SAID SOUTH LINE A DISTANCE OF 662.73 FEET TO A FOUND CONCRETE MONUMENT STAMPED LS4714 AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SW-1/4 OF THE NW-1/4; THENCE N00°57'59"W ALONG SAID EAST LINE A DISTANCE OF 1325.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 877,289 SQUARE FEET, 20.14 ACRES, MORE OR LESS.

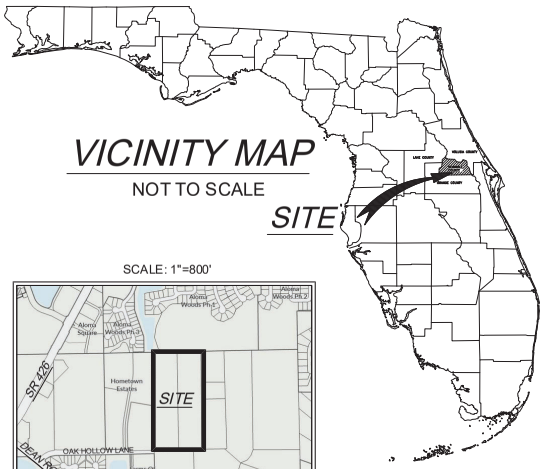
SURVEYOR'S NOTES TO PLAT:

1. *ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AS BEARING S88°50'01"W, REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) AND DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.*

2. *IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.*

3. *COORDINATES SHOWN ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) AND DERIVED FROM ON-SITE GLOBAL NAVIGATION SATELLITE SYSTEM OBSERVATIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.*

4. *IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.*



SCALE: 1"=800'

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

CERTIFICATE OF COUNTY SURVEYOR APPROVAL

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

_____
Raymond F. Phillips, PSM, NP — Dated
County Surveyor
License No. LS #7015

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

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

By: _____
CHARMAN OF THE BOARD — DATE:

ATTEST: _____ D.C.
Clerk of Board

CERTIFICATE OF CLERK OF CIRCUT COURT

I HEREBY CERTIFY that I have examened the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statues, and was filed for record on_____

as Document No. _____

By _____
GRANT MALOY, CLERK OF THE CIRCUT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

Dated: _____ Signed: _____
ELLIS SURVEYS LLC LB7970 ROBERT A. ELLIS, PLS
PO BOX 160952 Florida Registration No. LS #3880
Altamonte Springs, FL 32716

PLAT BOOK:_____ PAGE:_____

BONNALYN HOLLOW

DEDICATION

KNOW ALL BY THESE PRESENTS, That TYRE W. FOOTE, TAMMIE E. FOOTE and KIMBERLEY L. MATHERS being owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, dedicates the lands for Private use, and further dedicates the following herin:

A five (5) foot utility and drainage easement is hereby created on all side property lines, no ac pads or other encumbrances are permitted with said easement.

There is a 20.00 foot utility easement dedcated to Seminole County on Lots 1, 2 and 3 parallel to Oak Hollow Lane for the intentions to provide a reasonable utility access corridor for lot/developments further to the east on Oak Hollow Lane if they desire to connect to Seminole County Utilities in the future.

Oak Hollow Lane is a private ingress/egress easement to be owned and maintained by the property owner. The owner does hereby grant to Seminole County the non-exclusive and perpetual right of ingress/egress over and across the private easement shown and does hereby grant to the present and future owners of adjacent lands and their guest, invitees and domestic help, and to delivery, pickup and fire protection services, police, authorities of the United States postal service mail carriers, representatives of utilities authorized by the owner, holders of mortgage liens on such lands, the non-exclusive and perpetual right of ingress egress over and across said easement.

The utility easements described and shown hereon are to be dedicated to Seminole County. The utilities are to be owned and maintained by the utility provider. The purpose of the utility easements are as follows: Installation and maintenance of, but not limited to, sanitary sewers, water mains, power lines, telephone lines and cablevision lines.

The drainage easements are owned and maintained by the Property Owner. An emergency access easement to the private drainage and storm-water system and all over drainage easements shown on this plat is hereby dedicated to Seminole County for emergency maintenance purposes in the event inadequate maintenance of the private storm drainage system creates a hazard to public health, safety and general welfare. The emergency access easement granted does not impose any obligation, burden, responsibility or liability upon the county to enter upon the subject property and take any action to repair and maintain the private drainage and storm-water system.

A conservation easement over all wetlands and floodplain is hereby dedicated and is owned and maintained by the property owner. The removal of vegetation within the easement is prohibited unless approval from Seminole County is granted to remove dead or damaged vegetation that poses a hazard or approval is granted to remove exotic or nuisance vegetation. All development rights within the easement are granted to seminole county. No soil excavation, fill, or removal within the easement shall be permitted. Construction activity within the easement shall be limited to docks or boardwalks, limited to 4 feet in width, and their structural piers; and permission from Seminole County shall be required. The granting of easements to Seminole County does not impose any obligation, burden, responsibility or liability upon Seminole County Florida to enter upon the subject property and take any action to repair or maintain the system unless otherwise stated.

IN WITNESS THEREOF, TYRE W. FOOTE, TAMMIE E. FOOTE AND KIMBERLEY L. MATHERS have caused these presents to be signed by the officers named below on

Date: _____

By: _____ _____ _____
Signed *Signed* *Signed*

PRINTED NAMES:

TYRE W. FOOTE *TAMMIE E. FOOTE* *KIMBERLEY L. MATHERS*
Title: OWNER *OWNER* *OWNER*

Signed In the presence of: _____

By: _____
Printed Name

By: _____
Printed Name

BY: _____
PRINTED NAME

STATE OF FLORIDA COUNTY OF _____

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared *TYRE W. FOOTE, TAMMIE E. FOOTE AND KIMBERLEY L. MATHERS and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced the following identification* _____.

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

NOTARY PUBLIC _____

Printed Name _____

My Commission Expires _____

Commission Number _____

ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

24-1456

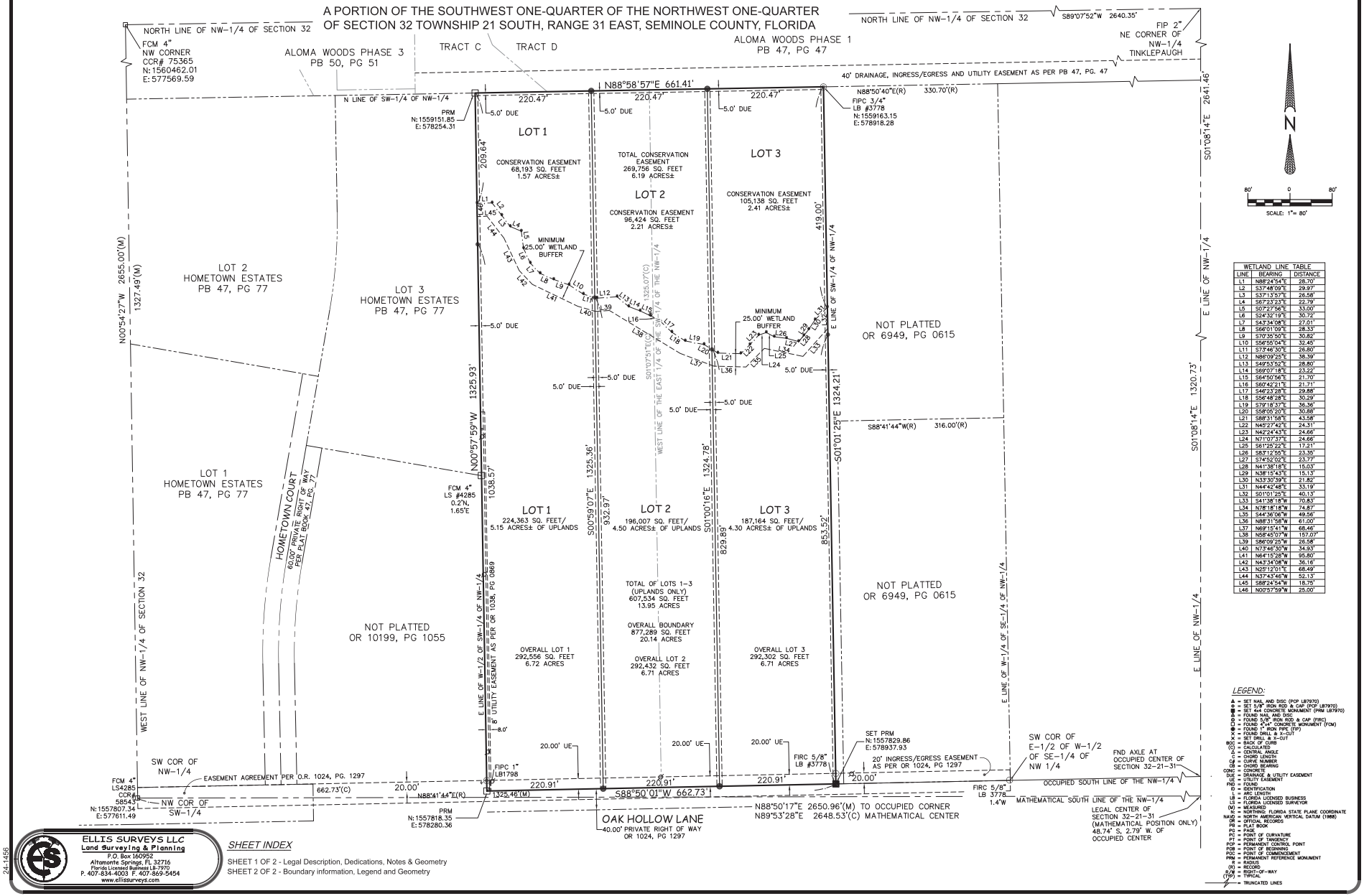
SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications, Notes & Geometry
SHEET 2 OF 2 - Boundary information, Legend and Geometry

BONNALYN HOLLOW

SHEET 2 OF 2 | PLAT BOOK:_____ PAGE:_____

A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 32 TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA



WETLAND LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°24'54"E	28.70'
L2	S37°48'09"E	29.97'
L3	S37°13'57"E	26.58'
L4	S67°23'23"E	22.79'
L5	S07°27'56"E	33.00'
L6	S24°32'19"E	30.72'
L7	S43°34'08"E	27.01'
L8	S66°01'09"E	28.33'
L9	S70°35'50"E	30.82'
L10	S56°55'04"E	32.45'
L11	S73°46'30"E	26.80'
L12	N88°09'25"E	38.39'
L13	S47°53'52"E	26.80'
L14	S69°07'18"E	23.22'
L15	S64°50'56"E	21.70'
L16	S67°42'21"E	21.71'
L17	S46°23'28"E	29.88'
L18	S56°48'28"E	30.29'
L19	S79°18'37"E	36.36'
L20	S58°05'20"E	30.88'
L21	S88°31'58"E	43.58'
L22	N49°27'42"E	24.31'
L23	N42°24'43"E	24.66'
L24	N71°07'37"E	24.66'
L25	S61°25'22"E	17.21'
L26	S83°12'55"E	23.35'
L27	S74°52'02"E	23.77'
L28	N41°36'18"E	15.03'
L29	N38°15'43"E	15.13'
L30	N33°30'39"E	21.82'
L31	N44°42'48"E	33.19'
L32	S01°01'25"E	40.13'
L33	S41°38'18"W	70.83'
L34	N78°18'18"W	74.87'
L35	S44°36'06"W	49.56'
L36	N88°31'58"W	61.00'
L37	N69°15'41"W	68.46'
L38	N58°45'07"W	157.07'
L39	S86°09'25"W	26.58'
L40	N73°46'30"W	34.93'
L41	N64°15'28"W	95.80'
L42	N43°34'08"W	36.16'
L43	N25°12'01"E	68.49'
L44	N37°43'46"W	52.13'
L45	S88°24'54"W	18.75'
L46	N00°57'59"W	25.00'

LEGEND:

▲ = SET NAIL AND DISC (PCP LB7970)
● = SET 5/8" IRON ROD & CAP (PCP LB7970)
■ = SET 4x4 CONCRETE MONUMENT (PRM LB7970)
△ = FOUND NAIL AND DISC
○ = FOUND 5/8" IRON ROD & CAP (FIRC)
■ = FOUND 4"x4" CONCRETE MONUMENT (FCM)
⊗ = FOUND IRON PIPE (FIP)
⊕ = FOUND DRILL HOLE
+ = SET DRILL & X-CUT
BOC = BACK OF CURB
(C) = CALCULATED
Δ = CENTRAL ANGLE
CH = CHORD LENGTH
CM = CURVE NUMBER
CB = CHORD BEARING
CONC = CONCRETE
D.U.E. = DRAINAGE & UTILITY EASEMENT
I.E. = UTILITY EASEMENT
ID = IDENTIFICATION
L = ARC LENGTH
LB = FLORIDA LICENSED BUSINESS
LS = FLORIDA LICENSED SURVEYOR
(M) = MEASURED
N/E = NORTHING, FLORIDA STATE PLANE COORDINATE
NAVD = NORTH AMERICAN VERTICAL DATUM (1988)
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
PCP = PERMANENT CONTROL POINT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
R = RADIUS
(R) = RECORD
R/W = RIGHT-OF-WAY
(TYP) = TYPICAL
~ = TRUNCATED LINES

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24-1456

SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications, Notes & Geometry
SHEET 2 OF 2 - Boundary information, Legend and Geometry

File Number: 2025-627

Title:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Altamonte Springs for County grant preparation, processing, and oversight of Federal Emergency Management Agency (FEMA) Private Property Mitigation Programs for private properties located within the City. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

FEMA's Hazard Mitigation Grant Program (HMGP) provides funding to state and local governments to develop hazard mitigation plans and implement projects that reduce future disaster losses. Under this program, local communities may apply for funding on behalf of homeowners and businesses following a Presidential Disaster Declaration. To be eligible, state and local governments must adopt a FEMA-approved hazard mitigation plan.

On June 10, 2025, the Board of County Commissioners adopted the 2025-2030 Local Mitigation and Resiliency Strategy, ensuring continued eligibility for FEMA hazard mitigation funding.

In May 2023, following Hurricane Ian, the City of Altamonte Springs requested that the County enter into an interlocal agreement for County administration and oversight of nine (9) HMGP applications for private properties within the City. This collaboration enabled City property owners to seek funding for the mitigation of flooding, erosion, and other disaster-related vulnerabilities.

The original interlocal agreement only applied to the identified properties and thus, the

City now seeks to enter into a new, expanded interlocal agreement that broadens the County's support to include processing and administration of all FEMA-administered Hazard Mitigation Assistance (HMA) programs, beyond just HMGP, for all private properties making these grant funding requests within the City. These programs provide opportunities for residents and property owners to secure funding for projects that reduce long-term disaster risks and improve property resilience.

The attached proposed interlocal agreement outlines the respective roles and responsibilities of the County and City, and authorizes the County to act on behalf of City residents and property owners to consult, apply for, obtain, and manage private property mitigation and resiliency grant funding under FEMA and State of Florida programs. It also outlines the County's responsibilities in application preparation, development, processing, presentation, grant award compliance, agreement preparation and execution, project development and oversight, financial reimbursement, reporting, and annual insurance verification. The City is responsible for administering the closing process for acquisition projects and taking ownership of private properties within the jurisdictional boundaries of the City.

Further, under FEMA regulations, individuals and corporate entities may not apply directly for HMA funding; they must apply through a sponsoring local government. The proposed interlocal agreement transfers the City of Altamonte Springs' authority as the authority having jurisdiction to the County, and will allow the County to use its infrastructure, employees expertise, and capacity to manage these grants effectively on behalf of City residents.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Altamonte Springs for oversight of Federal Emergency Management Agency (FEMA) Private Property Mitigation Programs.

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR OVERSIGHT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PRIVATE PROPERTY MITIGATION PROGRAMS

THIS INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR OVERSIGHT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PRIVATE PROPERTY MITIGATION PROGRAMS ("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, in this Agreement referred to as "COUNTY," and the **CITY OF ALTAMONTE SPRINGS** a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, FL 32701, in this Agreement referred to as "CITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, COUNTY acknowledges that real property owners within the jurisdictional boundaries of CITY are also taxpayers to COUNTY; and

WHEREAS, CITY, as the Agency Having Jurisdiction (AHJ), has requested that COUNTY work on behalf of CITY residents and property owners to consult, apply, obtain and manage aspects of private property mitigation and resiliency funding through Federal Emergency Management Agency (FEMA) and the State of Florida via an interlocal agreement; and

WHEREAS, COUNTY is authorized to, among other things, accept and administer grants from State and Federal authorities for projects within the jurisdictional boundaries of Seminole County; and

WHEREAS, COUNTY has agreed to administer and manage private property mitigation and resiliency grant funding provided by the Federal Emergency Management Agency on behalf of CITY, pursuant to the terms and conditions contained in this Agreement, to help CITY reduce or eliminate long-term risk to people and property within CITY from identified hazards and their effects; and

WHEREAS, private real property owners ("Owner(s)") within the jurisdictional boundaries of the CITY will work directly with COUNTY to develop projects, submit to the Seminole County Resiliency Working Group, make application to the Florida Division of

Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), for mitigation and resiliency grant opportunities, and seek reimbursement from FDEM for private property mitigation and resiliency grant funding; and

WHEREAS, COUNTY agrees to assist real property owners within the CITY's jurisdictional boundaries with grant administration requests, as contemplated by this Agreement, in the same manner COUNTY assists real property owners who are outside of the jurisdictional boundary of CITY; and

WHEREAS, COUNTY agrees that it will process grant administration requests, as contemplated by this Agreement, on a first come, first serve basis and will not differentiate or inequitably prioritize taxpayers of COUNTY for these requests regardless of whether the property is inside or outside of the jurisdictional boundary of CITY; and

WHEREAS, COUNTY shall ensure that real property owners within both CITY jurisdictional boundaries and in unincorporated areas of COUNTY receive equivalent access to COUNTY staffing resources, and/or third-party contractors services, in processing grant administration requests, as described in this Agreement.

NOW, THEREFORE, the parties, in reliance upon the foregoing recitals and in consideration of the mutual promises and covenants set forth herein, agree as follows:

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

Section 2. COUNTY Responsibilities.

(a) Once contacted by an interested Owner, and upon verification of the property's location with CITY, COUNTY will work directly with Owner to identify mitigation and resiliency grant funding opportunities for their property and assist with the application process for those grants ("Project"). COUNTY has authority to determine which projects are eligible and feasible based on grant requirements.

(b) COUNTY will prepare Cost Benefit Analysis and Scoring Sheet for all Projects as per the requirements of the Seminole County Local Mitigation and Resiliency Strategy ("LMRS").

(c) COUNTY will present the Owner's Project before the Seminole County Resiliency Working Group.

(d) During the private property mitigation and resiliency grant application development phase, COUNTY shall:

(i) Work with grant writers, when applicable, to support grant applications for affected Owners; and

(ii) Submit grant applications to FEMA, through FDEM, on behalf of CITY and affected Owners.

(e) Once the mitigation and resiliency grant is awarded, COUNTY shall:

(i) Coordinate with CITY for Project compliance with permit and building code requirements.

(ii) Execute required grant agreements with applicable State and Federal agencies on behalf of CITY.

(iii) Process payments for Owners, once documents have been received and verified by COUNTY, and COUNTY has received written notification from CITY confirming CITY building code compliance and permit completion.

(iv) Complete quarterly reports or other required updates with State of Florida and FEMA on behalf of CITY.

(v) Complete final documentations and close out reports with the support documentation from the CITY.

(vi) Annually verify Owner is compliant with Flood Insurance requirements, when required by FEMA.

(vii) Draft and execute Memorandum of Agreements ("MOA") with each Owner as may be required by Federal or State agencies for mitigation and resiliency grants and confirm Owner has completed the Duplication of Benefits affidavit as part of the agreement process prior to full execution of the MOA.

(f) Complete any other actions required by Federal and State agencies to complete mitigation and resiliency grant applications and subsequent Projects.

(g) COUNTY is not required to accept or bring CITY-initiated mitigation or resiliency projects, for which CITY is primarily responsible, through the grant funding process.

(h) COUNTY will process private property owner grant administration requests on a first come first serve basis. Funding of such requests will be based on the established scoring and prioritization system utilized by the Seminole County Resiliency Working Group. COUNTY, in its sole discretion, will determine how many grant administration requests it can process per year based on staffing limitations, budgetary constraints, or any other matter that may limit COUNTY's ability to process grant administration requests. COUNTY, in its sole discretion, has the authority to contract with a third-party vendor to process grant administration requests.

Section 3. CITY Responsibilities.

(a) Instruct and refer Owners interested in applying for FEMA mitigation and resiliency grant funding to the COUNTY for information on project eligibility, development and application process.

(b) As AHJ, grant authority for COUNTY to write, process and administer mitigation grant applications for private property Owners within CITY.

(c) Authorize COUNTY to apply for private property mitigation and resiliency grant funds on behalf of CITY and its affected Owners in coordination with the Local Mitigation and Resiliency Strategy project list when applicable.

(d) Once the mitigation and resiliency grant is awarded, CITY shall:

(i) Assure all CITY permitting and building requirements are followed by Owner and contractors and subcontractor working to complete the Project.

(ii) Verify all construction work is complete prior to closing out all applicable permits or issuing a Certificate of Occupancy (CO).

(iii) If the Project is for acquisition of the Owner's property only, once all grant administration activities have been completed, CITY shall be responsible for acquisition of the property. COUNTY, at its sole discretion, can assume responsibility for acquisition of the Owner's property if it determined that acquisition of the property is beneficial to COUNTY. Acquisition of the Owner's property includes, but is not limited to:

a. Preparation of all contracts, agreements, restrictive covenants and closing documents;

b. Payment of any closing costs, excluding any delinquent property taxes, fines, or other penalties that have accrued against the property; and

c. Coordination of the closing and recording of the deed and any other restrictive covenants required by the grant agreement for the property.

(iv). All properties acquired by CITY through acquisition Projects will be maintained by CITY in accordance with any mitigation and resiliency grant requirements. COUNTY shall not be responsible for maintenance of these properties. CITY shall meet any and all grant

reporting requirements for acquired property and shall maintain all required insurance on these properties.

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

Section 5. Indemnification.

(a) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from CITY's activities under this Agreement, unless such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent CITY has contract employees or agents performing any work under this Agreement, CITY shall ensure the contractor has COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities under this Agreement, unless such claim or demand arises out of or results from the negligence of CITY, its servants, agents, employees, or assigns. 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 (2024), as this statute may be amended from time to time. To the extent COUNTY has contract employees or agents performing any work under this Agreement, COUNTY shall ensure the contractor has CITY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified above in subsections (a) and (b) where the negligence of both CITY and COUNTY and their respective servants, agents, employees, or assigns are involved.

(d) 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 and CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as this statute may be amended from time to time.

(e) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 6. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) 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 according to this section:

As to COUNTY:

Seminole County
ATTN: County Manager
1101 E. First Street
Sanford, FL 32771

As to CITY:

City of Altamonte Springs
ATTN: City Manager
225 Newburyport Ave
Altamonte Springs, FL 32701

Section 7. Authority. The County Manager and City Manager are authorized to execute all documents required to accomplish the responsibilities, terms and conditions contained in this Agreement to ensure no delay or impact to Owners in processing grant administration requests.

Section 8. Program Succession. If FEMA is renamed, reorganized, or its programs are transferred to another federal or state agency, all references to FEMA in this Agreement will apply to the successor federal or state agency responsible for grant programs applicable to this Agreement. All terms of this Agreement will remain in effect accordingly.

Section 9. 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 10. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

Section 11. Dispute Resolution. Either party to this Agreement may notify the other party

that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 7 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 12. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement, with the exception of the Interlocal Agreement Between Seminole County and the City of Altamonte Springs for Oversight of Residential Mitigation Program, dated May 23, 2023, as it relates to projects submitted to State of Florida under said 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 13. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 14. 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.

Section 15. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) 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 16. Equal Opportunity Employment. CITY and COUNTY 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. CITY and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 17. 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 18. 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 19. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 20. Term. The term of this Agreement is three (3) years from the Effective Date and will automatically renew for one additional year on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing sixty (60) days notice in writing to the non-terminating party at the address listed in Section 6 above. Any termination of this Agreement will not impact obligations of COUNTY or CITY owed to any Owner endorsed for grant funding by the Seminole County Resiliency Working Group. Said endorsement requires COUNTY and CITY to fulfill all obligations hereunder as to each approved Owner, which obligations shall survive any termination of this Agreement.

Section 21. Conflict of Interest.

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

(b) Each party hereby certifies that none of its officers, agents or employees have any material interest (as defined in Section 112.312(5), Florida Statutes, as this statute may be amended from time to time, or over five percent (5%) either directly or indirectly, in the business of the other party to be conducted herein, and that no such person will have any such interest at any time during the term of this Agreement.

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

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

ATTEST:

City Clerk

CITY OF ALTAMONTE SPRINGS

By: Pat Bates
PAT BATES, Mayor

Date: 7/1/2025

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

NJB
T:\Users\nborkert\Emergency Management\Hazard Mitigation Grants\2025-06-19 - Final ILA Altmamonte Springs and Seminole County.docx
6/19/2025

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-681

Title:

Approve and authorize the Chairman to execute the Memorandum of Agreement for the use of WebEOC. Countywide. **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

WebEOC is a cloud-based solution for emergency management, offering configurable workflows, real-time data, and secure, efficient response tools

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Memorandum of Agreement for the use of WebEOC.

WebEOC Subscription Agreement (Hosted Implementation)

This **WebEOC Subscription Agreement** (the "**Agreement**"), **effective ____ day of _____, 2025** ("**Effective Date**"), is made by and between **ESi Acquisition, Inc.** ("**ESi**"), a Delaware corporation with its principal place of business located at 211 Perimeter Center Parkway, NE, Suite 700, Atlanta, GA 30346 and **Seminole County, Florida** ("**Client**"), a State of Florida, county government agency having its principal place of business located at 150 Eslinger Way, Sanford, FL 32773. ESi and Client may individually be referred to as a "Party" herein, or the "Parties" collectively.

Upon execution of this Agreement by both Parties, Client understands and acknowledges: (i) no new Software is being provided to Client pursuant to this Agreement as Client already received a subscription based access to the ESi WebEOC® Software identified on Exhibit A to this Agreement and this Agreement is for a Hosted to SaaS conversion of the Subscription to such WebEOC Software; and (ii) any previously executed agreements as they pertain to the Hosted WebEOC Subscription (collectively referred to as the "Prior Agreement") by and between the Parties for the WebEOC Software Subscription and related services thereto shall be terminated and replaced by this Agreement in all effects; and (iii) this Agreement is part of the State of Florida, Division of Emergency Management Master Services Agreement (MSA), FL contract number D1595, effective July 1 2024. Any payment obligations set forth in such Prior Agreement shall remain due and payable and shall survive such termination.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement. This is a Software-as-a-Service ("SaaS") based subscription agreement and not an agreement for sale. As of the Effective Date of this Agreement, this Agreement covers the WebEOC® Software Subscription and services (including Support Services) that Client purchases from ESi as a provider of Hosted/hosting services for the Software governed by this Agreement ("**Services**") pursuant to Exhibits, Orders and Quotes hereto that are executed and/or agreed upon by both parties and expressly references this Agreement. This Agreement and all applicable Exhibits, Orders and Quotes hereto for Services and any attachments hereto and thereto are the complete agreement regarding ESi's Services hereunder and replace any prior oral or written communications between Client and ESi relating to such transactions. Client agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ESi regarding future functionality or features.

2. **Definitions.** Unless otherwise specifically stated in this Agreement or in any Exhibit or Quote hereto, the capitalized terms used in this Agreement shall have the meanings set forth below:

2.1 "Administrator" means an employee, officer, director or consultant of Client to whom Client has provided a user account and certain rights to administer the Software on behalf of Client.

2.2 "Active User" means a User that has logged in to the Software at any time, for any period of time, within any given calendar month.

2.3 "Affiliate" means an entity that controls, is controlled by, or is under common control with a party hereto.

2.4 "Client Data" means data input by Client or its authorized Users into the Software.

2.5 "Confidential Information" means as set forth in Section 8 to this Agreement.

2.6 "Consulting Services" means all the professional services for installation or implementation of Hosted Services or Software, training services, or other non-recurring services as set forth on Exhibit E (as applicable) hereto; Consulting Services do not include Hosted Services or Support Services.

2.7 "Derivative Work(s)" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.

2.8 "Documentation" means the user manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, technical support or update of the Software and Services provided hereunder.

2.9 "Fee" means the amounts due and payable by Client to ESi for the Subscription and Services pursuant to this Agreement; the Fee may be set forth on Exhibit C, as amended from time to time, to this Agreement or Quotes or Orders.

2.10 "Hosted Services" means as set forth in Exhibit D to this Agreement.

2.11 "Hosted System" means as set forth in Exhibit D to this Agreement.

2.12 "Installation" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Client's first use of the Software in a live production environment, or (iii) 90 days following the date of Client's execution of this Agreement (or if for an amendment, Exhibit or Statement of Work adding Software, Modules, or Services under this Agreement, the Client's execution of such subsequent amendment, Exhibit or Statement of Work).

2.13 "Internal Business Purpose" means the primary business purpose of the Client as established by articles of incorporation, operating agreement, enabling statute, agency rule or regulation, or any other documentation that defines Client's primary business purpose; however, such Internal Business

Purposes will be construed as narrowly as legally allowed and any overly broad business purposes will require further refining and supplementation in this Agreement.

2.14 "Juvare Cloud" means as set forth in Exhibit D to this Agreement.

2.15 "Message Credit" means one SMS segment or one 1-minute voice call.

2.16 "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC Software which are designed to address a common functional need.

2.17 "Party" means as defined in the preamble above.

2.18 "SMS Segment" Each time a SMS message is sent, it consists of "segments" depending on the number of characters used. Each segment is equal to 160 characters.

2.19 "Software," means, individually and collectively, all of the software granted to Client from ESi via the Subscription as identified on Exhibit A hereto and Software Updates to such software.

2.20 "Software Support Plan" means the Support Services plan provided by ESi pursuant to Exhibit C and Quotes to this Agreement.

2.21 "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Client pursuant to the Software Support Plan or the Software Subscription purchased by Client.

2.22 "Standard Business Hours" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESi.

2.23 "Sub-Administrator" shall mean as set forth in Section 6 of this Agreement.

2.24 "Subscription" means a SaaS based subscription for Client to use and access the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth in Exhibit A.

2.25 "Support Services" means the technical support services provided by ESi pursuant to Section 11, Exhibit B and Exhibit C to this Agreement. May also be referred to as "Software Support Services."

2.26 "Term" means as set forth in Section 5 of this Agreement.

2.27 "Travel Expenses" means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by ESi in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by ESi resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by Client to the applicable dates for performance of the relevant Services.

2.28 "User" means an authorized employee, contractor or affiliate of Client to whom Client has provided a user account for the Software; User includes Administrators and Sub-Administrators.

3. Ownership and Licensing Authority.

3.1 Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation provided as part of the Subscription under this Agreement. "WebEOC" is a registered trademark of ESi Acquisition, Inc., all rights reserved.

3.2 ESi is authorized to redistribute, license and/or provide subscriptions to any third-party software delivered with the Software and Documentation provided under this Agreement. The owner of such third-party software shall have the right to enforce this Agreement to the extent permitted by applicable law.

4. Subscription. ESi grants to Client, and Client accepts, subject to the following terms and conditions and payment of the applicable Fees, a limited non-exclusive, non-transferable, and non-sublicensable revocable term Subscription according to the terms stated herein, to use and access the Software and Documentation for the stated Term. Except as expressly authorized in this Agreement, Client shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.

5. Term. The "Term" of this Agreement shall commence on the Effective Date (as defined on page 1) of this Agreement and shall continue through the sooner to occur of: (i) termination of this Agreement pursuant to the terms hereof, or (ii) expiration of the "Term" of the Subscription to the Software as set forth in Exhibit A (Exhibit A is herein incorporated and made part of this Agreement by this reference).

6. Permitted Uses. Client's, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:

a. One (1) Instance of the Software on one (1) Machine. As used herein, "Machine" means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").

b. Client may use the Software and Documentation solely for Client's internal business purposes.
c. Client also may make one (1) copy of the Software for back-up or archival purposes.
d. Client also may use the Software to support "non-production" software development cycle activities if a non-production Subscription is purchased, as set forth in Exhibit A hereto.
e. If Client requires or desires operational use of more than one Instance of the Software, an additional Subscription Fees shall be required.
f. The Client's storage capacity is set to the maximum as set forth on Exhibit A hereto. ESi shall have the right to conduct regular audits of Client compliance with the storage capacity permitted under this Agreement. In the event Client's storage usage exceeds such capacity, Client will receive a warning notice (via email being sufficient) from ESi and Client shall promptly remove the excess data from the Hosted System (as defined on Exhibit D) causing the capacity excess or Client shall promptly purchase from ESi additional storage capacity in sufficient quantity at ESi's then current rates for such additional storage; ***provided***, ***however***, if Client does not either remove such data or purchase the additional storage capacity within the time period specified in the warning notice (if no time period is specified in the notice, then thirty (30) calendar days shall apply), then ESi shall be entitled to delete the Client's Data within the Hosted System on a first in-first out approach, without any liability to ESi.
g. The Subscription is on a named and Active User basis. Each Administrator, Sub-Administrator, and User shall have a unique user account. User accounts, usernames and passwords shall not be shared. There shall be no limitation on how many User accounts that Client may create; however, Client may only provide access to the number of Administrators, Sub-Administrators, and Active Users set forth in Exhibit A to this Agreement. Active User counts are based on the number of unique logins each calendar month. ESi shall have the right to conduct regular audits of Client compliance with the number of Active Users permitted under this Agreement. Client agrees to provide ESi with the information required, if any, for ESi to complete such audits. Such audits shall be conducted at ESi expense. Client shall not have the number of Active Users restricted during the term of Agreement; however, Client shall be in violation of Active User limits if the number of Active Users during any month covered by the audit is greater than the number of Active Users permitted in Exhibit A. Client shall be given reprieve or "forgiveness" for the first Active User limit violation in a contractual year period; however, all additional violations shall incur additional fees. Clients that incur the additional fees for Active User limit violations may elect to either (a) pay the difference in their current user level and the appropriate user level plus a 20% convenience fee for each month in which the Active User limit was exceeded; (b) immediately increase the Active User count to the appropriate level and pay the pro-rata difference between the subscriptions plus a 10% convenience fee within 30 days of the increase; or (c) immediately increase the Active User count to the appropriate level but pay the pro-rata difference between the subscriptions plus a 10% convenience fee, plus late fees as defined in Paragraph 16 upon subsequent renewal term.
h. Administrators, Sub-Administrators, and Users shall have different rights to access the Software as follows:
    i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
    ii. "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Exhibit A to this Agreement and if Client has subscribed to the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If Client elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which ESi may elect to make available from time to time shall be discontinued.
    iii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
i. Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Client and Client may not grant such rights to any third party.

j. Client may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Client. Client shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.

k. If Client has subscribed to the WebEOC Enterprise Software or the WebEOC Professional Software, then Client may use the WebEOC BoardBuilder tool and, if subscribed to, the DesignStudio® solution, to copy, modify and create forms and templates ("Status Boards") and Client may distribute, in printed form or as electronic media, the Status Boards to Client's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Client. Status Boards shall be considered Derivative Work(s) of the Software and Client shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC BoardBuilder tool or the DesignStudio® solution, and Client shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by Client shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESi and its third-party licensors: "This work includes the intellectual property of ESi Acquisition, Inc. and its licensors and is provided under subscription/license. Copyright © 2002-2023, ESi Acquisition, Inc. and its licensors. All rights reserved."

l. Client may, at its option and according to the terms of the ESi standard price list, obtain a Disaster Recovery Software Subscription to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software Subscription is required for each Target server. A Disaster Recovery Software Subscription may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Client is not required to obtain additional subscriptions for Software plug-ins, modules or interfaces installed on a redundant non-production Instance.

m. Permitted uses of WebEOC Fusion Software vary from the terms set forth in subsection (a) through (l) of this Section 6; in the event Client has purchased WebEOC Fusion Software, this subsection 6(m) shall apply: Client may install and place in production one (1) copy of WebEOC Fusion Software on one (1) source server and one (1) target server. Client may make one (1) copy of the WebEOC Fusion Software for back-up or archival purposes, or Client may install a second copy of the WebEOC Fusion Software on a second Machine if only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of the Subscription Instances of WebEOC Fusion Software® (or number of WebEOC Fusion Software clients) which may be connected by a single instance of WebEOC Fusion Software, provided that (i) only the Client of the WebEOC Fusion Software has administrative privileges and administrative access to the WebEOC Fusion Software and (ii) the Client has paid to ESi all applicable connection fees.

n. A high-speed Internet connection is required for proper transmission of the Client Data into the Hosting Services and Software. Client, at its sole cost and expense, is solely responsible for procuring and maintaining the network connections that connect the Client network to the Hosting Services and Software, including, but not limited to, "browser" software that supports protocols used by ESi, and to follow procedures for accessing services that support such protocols. ESi is not responsible for notifying Client and its Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by ESi. ESi assumes no responsibility for the reliability or performance of any connections as described in this subsection.

o. Client and its Users agree to not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Software and Hosting Services available to any third party, other than authorized Users in furtherance of Client's Internal Business Purposes as expressly permitted by this Agreement; (ii) use the Software and Hosting Services to process data on behalf of any third party other than Client; (iii) modify, adapt, or hack the Software and Hosting Services, or otherwise attempt to gain unauthorized access to the Software and Hosting Services or related systems or networks; (iv) falsely imply any sponsorship or association with ESi, (v) use the Software and Hosting Services in any unlawful manner, including but not limited to violation of any person's privacy rights; (vi) use the Software and Hosting Services to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (vii) use the Software and Hosting Services to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (viii) use the Software and Hosting Services in any manner that interferes with or disrupts the integrity or performance of the Software and Hosting Services and its components; (ix) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the

Software and Hosting Services; (x) use the Software and Hosting Services to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (xi) use the Software and Hosting Services to store or transmit any "protected health information" as that term is defined in U.S. 45 C.F.R. 160.103 or “personal data” as that term is utilized in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (xii) use the Software and Hosting Services to knowingly post transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (xiii) try to use, or use the Software and Hosting Services in violation of this Agreement.

p. Communication Notifications. Client acknowledges that all content, data, text, messages and other material (“Content”) contained in a voice, text, e-mail, Short Message Service (“SMS”), or other telephonic or electronic notification, including prerecorded and artificial voice and autodialed messages (collectively referred to hereinafter as “Communication Notification”) sent by Client or its Users through the Services, Software, and Hosted Services are the sole responsibility of Client. Under no circumstances will ESi or any of its providers be responsible for any loss, damage, or liability arising out of the Content of any Communication Notification, including any mistakes contained in the Content or the use or transmission of the Content. Client acknowledges that all Content is the sole responsibility of Client. Client is solely responsible for the integrity and quality of the Content. Client agrees not to use the Services, Software, and Hosted Services to send any unsolicited Communication Notification (“consentless messages”), unless otherwise legally permitted. Client also certifies that it will not use rented or purchased lists, email append lists, “scraped” lists, or any other list that contains email addresses captured in any other method than opt-in. Client will not send any Communication Notification unless (a) the recipient of the message is an employee of Client sending the message, (b) is using a device owned or paid for by Client sending the message, (c) using a personal device and the User has given Client permission to communicate with them via the device, (d) Client has obtained “opt-in” consent from the User or (e) Client is otherwise legally permitted to dispatch consentless messages. Client acknowledges that it is Client’s responsibility to obtain prior consent from its Users or obtain other legal authority prior to sending any SMS or voice call. Client represents and warrants that it will send Communication Notifications in accordance with this Agreement; Client has determined that the phone numbers to be called exclude emergency numbers and other numbers that may not be called using an automated system under applicable law; Client agrees to comply with all international, including, but not limited to, the General Data Protection Regulation (“GDPR), U.S. federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, Telephone Consumer Protection Act (“TCPA”), Controlling the Assault of Non-Solicited Pornography And Marketing Act (“CAN-SPAM”), Federal Trade Commission or any other international, U.S. federal or state regulatory authority. Client will not: (a) violate any regulation of the U.S. Securities and Exchange Commission or any stock exchange, infringe one another’s rights in intellectual property, is invasive of another’s right to privacy, or violate any privacy laws, privacy policies of Client or any other third parties or do anything that would justify a complaint to the Federal Communications Commission; (b) engage or facilitate any illegal, unethical, deceptive or misleading practices in connection with the use of the Services, Software, and Hosted Services, including, but not limited to, creating a false identity or forged email, phone or message header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) use the Services, Software, and Hosted Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); (d) provide, or knowingly allow any third parties to provide, Content or other material to be transmitted in connection with or through the Services, Software, and Hosted Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, or illegal activities; transmit any material that contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; or (e) violate any law, statute, ordinance or regulation, (including without limitation the laws and regulations governing export control). Client is allowed to send SMS in text format only; no binary SMS messaging is allowed. Violations of any law or condition set forth herein may result in immediate suspension or cancellation of the Services in order to protect ESi’ ability to deliver Services, Software, and Hosted Services. ESi may at its sole discretion determine whether a Communication Notification meets acceptable criteria and will be uploaded to the Software. Client hereby acknowledges that ESi merely provides Software for facilitating the sending of Client’s Communication Notifications, and that Client shall have sole responsibility and liability for its messages and communications. Client also agrees to defend, indemnify and hold harmless ESi from and against any claims or damages which may result from the Client and its Authorized Users Use of the Services, Software, and Hosted Services, including, but

not limited to, claims, damages, or lawsuits threatened or filed by third parties as well as inquiries and investigations by local, state and federal regulators. ESi reserves the right to hold, suspend or terminate Client's account or access to the Services, Software, and Hosted Services for any alleged violation of this Section and/or any unusual or suspicious activity related to Client's account. If Communication Notifications are included in the Fees set forth on Exhibit C, such Fees are for Communication Notifications to U.S. based telephone numbers only; ESi will invoice Client, and Client shall pay such invoice, for any Communication Notifications sent to telephone numbers that are not U.S. based. Additionally, each subscription of WebEOC Alerts is allocated a defined number of Message Credits that can be used for SMS notifications and voice calls, to be noted on Exhibit A, Exhibit C, and/or other documentation contemporaneously with this Agreement. If Client exceeds the allotment of Message Credits without purchasing an additional Message Credit Bundle, an overage penalty will be charged at the rate of $0.06 per Message Credit used.

7. **Protection of Software.** Client agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESi and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Client. Client agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Client will not allow third parties to do so. Client may not, nor allow third parties to, modify or alter the Software in any way.

8. **Confidentiality.**

8.1 Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Discloser") and the other party shall receive ("Recipient") certain Confidential Information of the Discloser. The term "Confidential Information" shall mean any and all information that the Discloser discloses to the Recipient in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to ESi, the ESi Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to Client, the Client Data, as well as any other information that the Discloser clearly communicates to the Recipient as confidential. The foregoing is subject to Section 119, Florida Statutes.

8.2 Duties with Regard to Confidential Information. The Recipient agrees that it will only use the Discloser's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Discloser's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Recipient sufficient to enable the Recipient to require such persons to comply with the Recipient's confidentiality obligations hereunder. The Recipient agrees that it will treat all of the Discloser's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

Notwithstanding the foregoing or ESi's obligations elsewhere in this Section, Client understands that ESi does not require any information for the performance of Services hereunder, and that ESi cannot guarantee the security of Client Information when added to the Juvare Exchange, stored on Client's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. ESi shall not be liable or responsible to Client or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Client on the System, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, ESi shall not be responsible for any breach of security or confidentiality caused by Client's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

8.3 Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient or its personnel; (b) has been or is obtained by the Recipient from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Recipient without reliance in any way on the Discloser's Confidential Information; or (d) has been approved for unrestricted release by the Discloser in writing. Additionally, the Recipient may disclose the Discloser's Confidential Information where

the Recipient is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Recipient has first notified the Discloser in writing as soon as is commercially reasonable of such requirement to disclose the Discloser's otherwise Confidential Information in order to permit the Discloser to seek confidential treatment of such information. With respect to any disclosure made pursuant to this Section, the Recipient (or any of its Representatives) agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is necessary under applicable law. Additionally, Client agrees to reimburse ESi at its then current hourly rate for such services for the number of hours spent by ESi responding to legal requests for Client Information in ESi possession.

8.4 Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Recipient acknowledges that the Discloser shall have the right to take all reasonable steps to protect the Discloser's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Recipient does not fulfill its obligations under this Section.

8.5 Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Section for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the Discloser or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information consisting of the Discloser's customer information or ESi's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6 Termination of This Agreement. Upon termination of this Agreement or upon the Discloser's written request, the Recipient agrees to terminate all use of the Discloser's Confidential Information and to either return to the Discloser all copies of the Discloser's Confidential Information in its possession or under its control or to provide the Discloser with a written notice from one of the Recipient's authorized representatives certifying that all copies of the Discloser's Confidential Information in the Recipient's possession or control have been destroyed; ***provided, however***, the Recipient may (at its option, but not its obligation) keep a copy of the Discloser's Confidential Information in its archives, and the provisions of this Section shall continue with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

9. Proprietary Interests. The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESi and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESi and/or its third-party licensors. Client shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Client nor attempt to do any of the foregoing. Client shall not translate any of the ESi trademarks into any other language or alphabet. Notwithstanding the foregoing, Client shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Client using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Client. Client acknowledges and agrees that ESi may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

10. Copying of Documentation. Client may make as many copies of the Documentation as necessary for Client's internal purposes, provided the Client shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESi trademark or logo in the Documentation, or eliminate any references to ESi, WebEOC or other ESi Software in the Documentation and provided that the Client shall reproduce and distribute the ESi copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.

11. Support Services. During the Term of this Agreement and provided Client is not in violation of this Agreement (including, without limitation, paying for the Subscription Fees), ESi will provide Support Services (all as further defined in Exhibit B hereto; Exhibit B is herein incorporated and made part of this Agreement by this reference) for the Software during the Standard Business Hours consisting of the following: (i) ESi will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to ESI's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with ESI's then

current policies. All Software Updates received by Client shall be subject to the terms of this Agreement. Support Services shall not include, and ESi shall not be responsible for, failures of the Software to perform consistent with the Documentation, specifications, requirements and other details set forth in Exhibit A or any subsequent amendments or quotes hereto in all material respects resulting from or caused by Client, Client's hardware and equipment, Client's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement.

12. **Hosted Services**. During the Term of this Agreement and provided Client is not in violation of this Agreement, ESi will provide Hosted Services, as set forth in Exhibit D hereto, for the Software during the Standard Business Hours. Exhibit D is herein incorporated and made part of this Agreement by this reference.

13. **Consulting Services**. ESi will perform the Consulting Services set forth in any Exhibit or Statement of Work between the Parties in accordance with the terms within the applicable Exhibit and/or Statement of Work, for the Fees for such professional services as set forth in such Exhibit or Statement of Work. Each attachment for Consulting Services will include details that: (A) best utilizes the Consulting Services purchased and/or (B) identifies the date of achievement of mutually agreed to milestones tied to the deployment of the Subscription(s) and/or Service(s).

14. **Warranty.**

14.1 Warranty by ESi. For new Software provided pursuant to the Subscription purchased by Client pursuant to this Agreement (for instance, merely adding additional Users to the Subscription for use with the Software would not be considered new Software), ESi warrants that, for a period of sixty (60) days from the Installation (the "Software Warranty Period"), the Software, when used in accordance with the applicable Documentation and this Agreement, will perform in compliance with the specifications for such Software as set forth in the Documentation in all material respects. In the event the Software fails to perform as warranted herein during such Software Warranty Period, and ESi receives written notice of such failure from Client following the first occurrence of such failure (and in all events prior to the expiration of the Software Warranty Period):

a. ESi shall use all reasonable efforts to correct any reproducible error condition reported to ESi in such written notice during the Software Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
b. if ESi is unable to resolve such failure to comply with the warranty as provided above through either a correction or reasonable work around, Client may terminate the applicable order only (in its entirety) without penalty or liability for any amounts payable (other than charges and fees incurred prior to the effective date of such termination) on written notice to ESi that is received by ESi within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty, and ESi shall, within thirty (30) days following the effective date such termination, refund to Client the pre-paid unused amounts paid by Client pursuant to the terminated order during the 60 day period prior to the effective date of such termination. Additionally, to the extent not already waived or expired as provided above, all rights of termination by Client pursuant to this Section shall expire to the extent ESi has not received a written notice of termination pursuant to this Section prior to the expiration of the Software Warranty Period;
c. In the event of termination of an order as provided in this Section, Client shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination; and
d. The limited warranty provided hereunder (including ESi's obligations to restore Software and provide corrections and Client's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than ESi (or its contractors or agents), modified at Client's request, or not used in accordance with the requirements of this Agreement, the Documentation, specifications, and the Quotes or order forms. ESi does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy Client's requirements.

This Section sets forth Client's sole and exclusive remedy, and ESi's entire liability, for the failure of the Software to satisfy the warranty described in this Section. Any refunds pursuant to this Section shall be applied against any limitations of liability set forth in this Agreement.

ESi shall have no obligations pursuant to this Section for claims under this Section for which Client does not provide ESi written notice prior to the expiration of the Software Warranty Period.

In addition to the terms above, any termination of an initial Quote or Order pursuant to this Section shall also terminate this Agreement.

14.2 Warranty by Client. Client represents and warrants that (a) the performance of its obligations and use of the Software by Client and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, ESi's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with ESi's systems or the use of any services or systems by other ESi's clients; (c) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing Client warranties, in addition to any other remedies available at law or in equity, ESi will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by ESi to prevent any harm to ESi, its Clients and/or its business. ESi will provide to Client notice (email being sufficient) of such termination or suspension of the Software and, in ESi's sole discretion if an opportunity to cure the breach if practicable depending on the nature of the breach, ESi may provide the Client with an opportunity to cure such breach and if cured, in ESi's full satisfaction, ESi may restore the Software or access to the Software.

15. Disclaimers.

15.1 ESI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

15.2 THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA.

15.3 The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESI EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Client agrees to adhere to indemnification provisions contained in section 768.28, Florida Statutes.

16. Fees and Payment Terms.

16.1 Payment; Late Payment. All amounts are due and payable by Client to ESi as set forth in Exhibit C hereto (unless alternative payment terms are mutually agreed up on by the parties). Exhibit C is herein incorporated and made part of this Agreement by this reference. Any payments not received by ESi within forty-five (45) days after the date of the applicable invoice (or as otherwise due under the applicable Exhibit C or Quote) will be considered past due and, in accordance with section 215.422(1), Florida Statutes, Client will pay interest on any such amounts at the rate provided by section 215.422(3)(b).

16.2 Travel Expenses and Additional Charges. To the extent that the Software and services provided hereunder may require ESi to travel, Client shall pay Travel Expenses reasonably incurred by ESi in connection with such travel. ESi shall invoice Client for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Client elect to: (a) use the Software on more than one (1) Instance; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) additional Software; (e) upon renewal; (f) increase storage capacity; or (g) as otherwise required by the Agreement.

16.3 Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Period (as defined in Exhibit A) or a then current Renewal Period, ESi may notify Client of the current fees for Software and Support Services, and invoice Client for such fees for the Renewal Period so that such amount is due and payable prior to the commencement of such Renewal Period. ESi shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.

16.4 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of ESi under this Agreement, ESi reserves the right to immediately suspend Client's access to

and use of the Software and the Services (including, without limitation Support Services), without notice to Client, if any charges or fees payable to ESi are past due and not paid within the time frame set forth in Section 16.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Client agrees that ESi shall have no liability to Client, and Client waives any claim or action against ESi in the event of suspension or termination of access to or use of the Software and the Services for Client's failure to timely pay charges. Client's payment obligations shall continue during any period of suspension pursuant to this Section.

16.5 Taxes. Client is exempt from State of Florida sales taxes pursuant to section 212.08(6)(a), Florida Statutes. Client will provide ESi with a valid exemption certificate.

17. Limitations of Liability.

17.1 CLIENT ENJOYS SOVEREIGN IMMUNITY AS A STATE ENTITY PURSUANT TO FLORIDA STATUTES. ANY WAIVER OF SOVEREIGN IMMUNITY IS LIMITED BY SECTION 768.28, FLORIDA STATUTES.

17.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ESI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL ESI'S (INCLUDING ITS AFFILIATES) MAXIMUM AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO ESI BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. ESI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

18. Termination.

18.1 Termination for Cause. This Agreement or any Exhibit or Quotes hereto may be terminated as follows:

a. by ESi upon the breach by Client of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Client has received written notice thereof,
b. by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has not been cured within thirty (30) days after the breaching party has received written notice thereof (*provided, however*, that there shall be no cure period in the event of a breach by Client of its obligations related to ESi's intellectual property), or
c. by ESi if all or a substantial portion of the assets of Client are transferred to an assignee for the benefit of creditors or Client files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Quote or Statement of Work, the non-breaching party may elect to terminate only the affected Quote and associated Statement of Work, in which case this Agreement and other Quotes will remain in full force and effect. A breach of the terms of this Agreement or a Quote by a User shall be deemed to be a breach of the terms of this Agreement by Client.

18.2 Effective Date of Termination for Cause. Termination for cause based upon 18.1(a) above shall be effective on the 6th day after Client received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 18.1(b) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; ***provided***, ***however***, if a breach under 18.1(b) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 18.1(c) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

18.3 Termination for Lack of Appropriation of Funds. The Client's performance and obligation to pay under this Agreement is contingent upon a funding appropriation by the Legislature. In the event such appropriation is not made by the Legislature, Client shall be entitled to terminate this Agreement by providing ESi with written notice of such lack of appropriation of funding and Client's election to terminate this Agreement. There shall be no refund by ESi to Client in the event of the termination of this Agreement pursuant to this subsection 18.3.

18.4 Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Quotes, Statements of Work and Exhibits, and termination of all outstanding Quotes, Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Quotes, Statements of Work and Exhibits for any reason, any amounts owed to ESi under this Agreement or any Quotes, Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses). All Subscriptions, including, without limitation, Services and all Software use and access, granted under this Agreement and all Quotes, Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Subscriptions, including, without limitation, Services and all Software use and access, granted pursuant to an applicable Quotes, Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Quotes, Statements of Work and Exhibits. Upon termination of this Agreement, ESi will immediately cease performing all Services and terminate Client's and its User access to the Software. ESi shall have no obligation for retaining or maintaining a copy of any such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. ESi shall be entitled, without further liability, to destroy all such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential. If Client receives Hosted Services from ESi, the following termination provisions also apply upon termination of this Agreement for any reason:

a. Client's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;
b. Client shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Client in connection with the Hosted Services delivered hereunder;
c. Unless other arrangements are requested by Client within five (5) days of the effective date of termination and provided Client has paid all outstanding amounts due to ESi under this Agreement, for the five (5) day period following the effective date of termination of this Agreement ESi shall provide Client with access to its data or information within the Hosted Services for Client to download the Client Data or information; and
d. Any and all Client Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) Client's confirmation that it has downloaded the Client Data or information, or (ii) expiration of the period of access as set forth in subsection (c) above, or (ii) thirty (30) days from the effective date of termination of this Agreement.

18.5 Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, ESi shall have the right, without notice to Client, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Quotes, Statements of Work and Exhibits hereto by Client or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Client, ESi or its suppliers or third party service providers, or (iii) any

change in law that renders ESi provision of the Software unlawful or otherwise non-compliant with applicable law. Client's payment obligations shall continue during any period of suspension pursuant to this Section. Client agrees that ESi shall have no liability to Client, and Client waives any claim or action against ESi, in the event of termination of access to the Software as provided in this Agreement. ESi shall make reasonable efforts to restart such access upon Client's cure or correction of the event of default or breach unless it has already terminated this Agreement or any Quotes, Statements of Work and Exhibits as provided hereunder. Client shall reimburse and pay to ESi all charges, expenses and fees incurred by ESi or payable by ESi to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

18.6 Reserved

18.7 Survival. The provisions of this Agreement that, by sense and context of the provision, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

18.8 The termination of this Agreement shall not relieve the Client of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of this Agreement (as provided in herein).

19. Indemnification.

19.1 By ESi. ESi shall, at ESi's sole cost and expense, defend Client against a third party claim that the Software provided hereunder by ESi infringes such third party's U.S. patent or copyright (or other jurisdiction as agreed to in writing by both parties), and ESi shall pay damages that a court finally awards to such third party to the extent based on such claims or is agreed to by ESi in settlement of such claims, provided that (i) Client provides ESi prompt written notice of such claims, (ii) ESi controls the defense and settlement of such claims, and (iii) Client, at ESi's expense, reasonably cooperates with ESi in the defense and settlement of such claims. ESi's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Users, agents, representatives, employees or by third parties under Client's direction or control; (b) additions, changes or modifications to the Software by or on behalf of Client except for any additions, changes or modifications made by ESi or its Suppliers on ESi's behalf; (c) incorporation of the Software or any component thereof into any other product or process; or (d) use of the Software other than as permitted by this Agreement or the applicable Quote or Order. Should the Software become, or in ESi's opinion, be likely to become the subject of any such suit or action for infringement for which ESi is responsible under this Section, or if Client is enjoined from using the Software, ESi shall, at ESi's sole option and expense, (x) procure the right to continue providing the Software; (y) replace or modify such Software so that they become non-infringing and functionally equivalent; or (z) may terminate that portion of the allegedly infringing Software on written notice to Client. This Section states ESi's entire liability for infringement claims relating to the Services, Software, or Support Services.

19.2 By Client. Client agrees to indemnify the ESi's \ extent authorized by section 768.28, Florida Statutes.

20. Export Controls. Client acknowledges that the Software and Documentation are subject to United States export laws. Client shall not, nor shall Client authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Client expressly agrees that Client shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Client represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Client, are persons or entities subject to such U.S. export controls. Client agrees to indemnify ESi's extent authorized by section 768.28, Florida Statutes.

21. U.S. Government Rights.

a. If Client is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Client's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of

the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

b. The Software and Documentation are commercial computer software and commercial computer software documentation. Client shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Client agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third-party licensors and are not subject to disclosure.

22. General Terms and Conditions.

a. Entire Agreement; Waiver. This Agreement (including any attachments and schedules) and Exhibits, Statements of Work or Quotes set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Exhibit, Statement of Work or Quote. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon ESi and shall have no applicability hereunder. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

b. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of Client's principal place of business. Both parties shall consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Florida or of the United States. If Client acquires the Subscription, or use or access of the Software, in a country other than the United States or its territories, local law and additional Fees to Client may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.

c. Dispute Resolution. Subject to the "Confidentiality" Section of this Agreement, the parties agree to resolve all differences or disputes arising out of or relating to this Agreement shall be resolved and settled by final and binding arbitration administered by the Judicial, Arbitration, Mediation Services (J.A.M.S.) pursuant to J.A.M.S.' then-current arbitration rules; ***provided, however***, that in the event that J.A.M.S. shall be unavailable for any reason, then the arbitration shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Any such arbitration shall be conducted before a single arbitrator in a proceeding held in the Atlanta, Georgia area. The arbitrator shall award to the prevailing party in such arbitration such party's attorneys' charges, arbitrator's charges, J.A.M.S.' charges (or, if applicable, AAA's charges) and other costs incurred by the prevailing party in such arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English. The arbitrator shall apply the substantive law of Georgia when resolving the differences before them and shall not resort to any conflict of law rule that would call for the application of the law of another jurisdiction. The arbitrator shall take into account principles of legal privileges, such as those involving the confidentiality of communications between a lawyer and a client. The arbitrator shall render any monetary award in U.S. dollars. Notwithstanding the foregoing, the parties reserve the right to seek injunctive relief in a court of competent jurisdiction to protect any intellectual property rights and to prevent the release of Confidential Information.

d. Assignment. Client may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESi and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. ESi may at any time and without Client's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with ESi. This Agreement shall be binding on each party's successors and permitted assigns. Additionally, ESi may delegate the performance of certain Services to its Affiliates and third-party providers, provided ESi remains responsible to Client for the delivery of such Services and the compliance of such Affiliates and third-party providers with this Agreement.

e. Change in Subcontractors. ESi has the right to change, modify and otherwise convert services providers and subcontractors (including, without limitation, its affiliates) used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.

f. Interpretation. In the event of a conflict between this Agreement and the terms of any Exhibit, Statement of Work or Quote attached hereto, the terms of the Exhibit, Statement of Work or Quote shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work or Quote, attachments, and schedules together with this Agreement shall be interpreted as a single document.

g. Force Majeure. No breach of any obligation of ESi in this Agreement or an Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control of ESi, including without limitation, "acts of god" (such as earthquake, natural disaster, or flood), war, terrorists' acts, riot, theft, labor disputes, government regulations, curtailment of transportation, or a cause making ESi's performance impossible or commercially impracticable or the like.

h. Limitations Period. Client agrees not to bring a legal action against ESi more than two years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.

i. Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement, any Exhibits or Quotes or Statement of Works hereto or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' charges of bringing such arbitration, suit, or action.

j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.

k. No Licenses. There are no licenses to the Software, express or implied, granted or provided under this Agreement. Neither party shall exceed the scope of the Subscription granted hereunder. ESi reserves all rights not specifically granted to Client.

l. Notice. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to ESi shall be directed to the attention of the President/CEO of ESi, with a copy of all such notices also sent to ESi to the attention of ESi's General Counsel at the same address as ESi. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.

m. Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

n. No Third-Party Beneficiaries. ESi and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

o. Headings. The headings used in this Agreement, Exhibits, Quotes and Statements of Work are solely for convenience and shall not be considered in its interpretation.

p. Authorized Signer. Each party represents that the person signing this Agreement and any Exhibit, Statement of Work or Quotes hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit, Statement of Work or Quotes hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESi.

q. Incorporation by Reference. Any Attachments to this Agreement and any Exhibit, Statement of Work or Quote now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.

r. Amendments. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.

s. Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.

t. Publicity/Use of Trademarks. ESi and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. ESi may, without obtaining Client's prior written consent, place Client's name on a list of ESi's customers.

u. Non-Solicitation. Client shall not, without ESi's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by ESi and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with ESi, or (ii) termination or expiration of this Agreement. "Restricted Employee" means

any former or current employee of ESi or its Affiliates that provided services on behalf of ESi hereunder or that Client became aware of or came into contact with during ESi's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESi.

ESi Acquisition, Inc.	**Seminole County, FL ("Client")**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

/End of the Agreement; Exhibits follow

EXHIBIT A TO WEBEOC SUBSCRIPTION AGREEMENT

1. *Term of Hosted Services Subscription*

The Subscription to the Hosted Services for the Software identified on this Exhibit A shall **commence on the Effective Date and continue thereafter for an initial period ending on June 30, 2025** (the "**Initial Period**"). This Agreement also includes optional twelve-month periods (the **"Optional Period"**) subject to the State of Florida's desire to exercise the Optional Period. Thereafter, the Subscription to the Hosted Services for the Software shall automatically renew for successive additional 12-month periods (each a "**Renewal Period**"), provided that either party may non-renew the Subscription to the Hosted Services for the Software as of the end of the Initial Period or any subsequent Renewal Period, on not less than 60 days' prior written notice of non-renewal to other party. "**Term**" means the Initial Period and any Renewal Period of the Subscription to the Hosted Services for the Software as set forth herein. Any such non-renewal shall be effective as of the end of the Initial Period or subsequent Renewal Period, as applicable, following the expiration of such 60-day notice period.

2. *Subscription Software*

The Subscription includes the following Software:

Number of Instance	***Software***
1	**ESi WebEOC® Enterprise Software N**exus ***(SaaS)*** ****Latest version at time of contract execution*** - WebEOC® Subscription - Standard Board Set - Premium Board Subscription - User Importer - SSO for AD & SAML - Maps Add-On - Dashboard - Board Data Manager - Active Users - Unlimited Support 24/7 **Juvare Exchange®** **DesignStudio® Software Pro Bundle (covered by FDEM)** **ArcGIS Extension (covered by FDEM)** **Alerts (Seminole County responsible for payment)** **Additional DSP submissions (Seminole County responsible for payment)**

The Subscription includes the following purchased "non-production" Instances for the identified purpose:

Number of Instance	***Purpose***
1	Development/testing of Software Updates prior to placing in production (internal use only)
-	Training (internal use only)
-	Disaster Recovery

3. *Authorized Number of Users for WebEOC*

Client may provide access to the following number of Administrators, Sub-Administrators, and Active Users, all authorized on a named and active user basis; does not include DesignStudio® User counts.

User Type	**Qty of Users**
Administrators	(Up to the Number of Authorized Active Users)
Active Users	150 (inclusive of Administrators and Sub-Administrators)
*Additional Active Users	21 (*city accounts for resource requests)

4. *DesignStudio®Pro*

User Type	**Qty of Users**
Users	5

6. Client Storage Capacity: 100 GB

7. *Emergency Response Program*

Emergency Response Program has been purchased for Term: [ ] Yes [X] No

/End of Exhibit A

EXHIBIT B TO WEBEOC SUBSCRIPTION AGREEMENT

DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):

1) Telephone Assistance: Client's "Support Contact" (as defined below) may contact the ESi's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
2) Problem Assistance: Client may submit problem assistance requests for Software assistance via the published ESi's support escalation procedures. ESi will notify Client if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
3) Software Updates: ESi will update the Software as such updates and future versions of the applicable Software are made generally available to other ESi clients receiving Support Services at no additional charge. Any training required by Client related to such Software Updates and subsequent versions of the Software are provided for an additional charge. ESi shall provide Client with Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESi as independently priced items. For Modules, ESi shall provide Client any Software Updates released by ESi to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. ESi shall not provide for any enhancements to the Module.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Client's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Client) may contact ESi's Support Center as pursuant to ESi's published support procedures. Such support procedures include contacting ESi's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by ESi or an ESi-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through https://www.juvare.com/customers/technical-support, a "client only" web forum. Support Services may be accessed by Client by calling the Support Center via (877) 771-0911 or by electronic mail at support@juvare.com (subject to updates and changes by ESi).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Client while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by ESi).

Client may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at ESi's then current rate for such services and Travel Expenses, if applicable.

Limitations on Support Services. ESi will provide Support Services for only the current version of any Software. Client is obligated to promptly implement all Software Updates, work arounds and error corrections provided by ESi.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alterations to the Software not authorized by ESi;
2. Unless otherwise agreed in an Exhibit or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESi, including applications design or recommendations by Client;
3. Software problems created by Client negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESi's Terms & Conditions;
4. Software problems caused by or related to a change in Client's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Client should notify ESi prior to changing its service provider to enable ESi to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Client at the then-current ESi's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
7. Client's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by ESi (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

Client Responsibilities. Client agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Client's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day.

/End of Exhibit B

EXHIBIT C TO WEBEOC SUBSCRIPTION AGREEMENT
FEES AND PAYMENT SCHEDULE

Fees (further to Quote No. Q-16638): The State of Florida, Division of Emergency Management's MSA identifies Specific Appropriation 2697 as nonrecurring funds from the General Revenue Fund that is provided to the Division of Emergency Management to provide baseline capabilities allowing local governments' access to WebEOC through the state hosted web application. As such:

i. Any payment amounts for the Client's Initial Period and the Optional Years as listed in Exhibit A are due and payable by the State of Florida, Division of Emergency Management, to ESi as specified in the governing MSA; and
ii. Any Add-On services and/or subscriptions not included in the MSA shall be at the sole expense of the Client and invoiced by ESi directly to the Client; and
iii. Subsequent annual charges for the Renewal Period shall be invoiced by ESi to State of Florida, Division of Emergency Management so that such amounts are due and payable prior to the commencement of each applicable year; and
iv. No travel is expected to be performed by ESi pursuant to this Exhibit C.

/End of Exhibit C

EXHIBIT D TO WEBEOC SUBSCRIPTION AGREEMENT
HOSTED SERVICES

1. Definitions. For the purposes of this Exhibit, the following words have the meaning set forth below:
   a. "**Hosted Services**" means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of a ESi customer and exclusively for the benefit of permitted users of the Software.
   b. "**Hosted System**" means the combination of hardware, software and networking components used by the application service provider to deliver the Hosted Services.
   c. "**Juvare Cloud**" means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESi's customers; may also be referred to as the application service provider or the "ASP."

   All other capitalized terms in this Exhibit D shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services. ESi shall provide the following services to address the Software hosting needs:
   a. ESi shall provide Hosted Services to Client according to the provisions set forth in the Agreement and this Exhibit. ESi shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
   b. ESi shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
   c. ESi shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as ESi or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of ESi-hosted customers.
   d. ESi or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
   e. ESi shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
   f. ESi will notify (via ESi's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.
   g. ESi shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud.
   h. In addition to the Support Services pursuant to the Agreement and Exhibit B, ESi shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; ***provided, however***, services to be provided by ESi under this Exhibit and the Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the ESi published price list in effect at the time services are rendered.
   i. Client may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. Client Obligations
   a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.
   b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Client shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
e. The Client shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.
f. The Client shall promptly notify ESi Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that ESi may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.

4. Limitations on Use of Hosted Services.
a. Client's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active users do not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by ESi and Software supplied by ESi either as a component of the Hosted System or to support delivery of Hosted Services.
e. ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement.
f. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

/End of Exhibit D

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

RM
7/3/25

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-680

Title:

Approve and authorize the Chairman to execute the Resolution adopting the Comprehensive Emergency Management Plan. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

This is the Basic Plan (a portion of the Comprehensive Emergency Management Plan). The entire plan is protected under Florida Statute 119, but can be provided in written copy, as needed. The CEMP is required by Florida Statute for all counties in the State of Florida.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Resolution adopting the Comprehensive Emergency Management Plan.

RESOLUTION NO. 2025-R-_____ SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE ADOPTION OF THE SEMINOLE COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING AUTHORIZATION TO THE EMERGENCY MANAGEMENT DIRECTOR OR HIS OR HER DESIGNEE TO MODIFY THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during, and in the immediate aftermath, of a natural, technological, or manmade disaster, many areas of Seminole County may require evacuation, sheltering, human services, infrastructure, critical special need medical services, logistical support, disaster housing, and other essential services; and

WHEREAS, pursuant to Section 252.38(1), Florida Statutes (2024), each county's local emergency management agency is tasked with establishing and maintaining disaster preparedness, response, recovery, and mitigation plans and programs countywide, to mitigate natural, technological, and manmade disasters; and

WHEREAS, Rule 27P-6.0023(1), Florida Administrative Code, expands upon the above-described directive and requires each county to develop a Comprehensive Emergency Management Plan (CEMP) and submit said plan to its governing body for formal adoption; and

WHEREAS, Seminole County's CEMP provides a framework for the development of detailed operating procedures for all County and support agencies charged with the responsibility of protecting the public's health and safety from natural, technological, and manmade disasters; and

WHEREAS, in order to optimize the efficacy of the County's disaster mitigation and

response efforts, it is desirous for the Emergency Management Director or his or her designee to be authorized to make modifications to the CEMP to promptly address any emerging unforeseen threat which warrants such a modification.

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

Section 1. Seminole County's Comprehensive Emergency Management Plan attached hereto and made a part hereof is hereby adopted and activated throughout Seminole County.

Section 2. The Emergency Management Director or his or her designee is hereby authorized to make modifications to the Comprehensive Emergency Management Plan in the event such modifications are necessitated by emerging unforeseen threats posed by a disaster event, in order to optimize the County's prompt response efforts.

Section 3. This Resolution shall become effective upon adoption by the Board of County Commissioners

ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____

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

JAY ZEMBOWER, Chairman

RM
6/27/25
T:\Users\Legal Secretary CSB\Public Safety\Resolutions (RMcHugh)\Resolution 2025 Emergency Management Plan.doc

Authority: Chapter 252, Florida Statutes (2024)
Rule 27P-6.0023(1), Florida Administrative Code

Attachment: Seminole County Comprehensive Emergency Management Plan

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

June 10, 2025

Alan S. Harris, Director
Seminole County Emergency Management
150 Eslinger Way,
Sanford, FL 32773

Dear Director Harris:

In accordance with the provisions of Rule Chapter 27P-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Seminole County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the governing body of the jurisdiction within 90 days in accordance with Rule 27P-6.006(11) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 90 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(11) FAC.

DIVISION HEADQUARTERS Tel: 850-413-9969 • Fax: 850-488-1016
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Austin Delgado, at (850) 524-8189 or by email: Local.CEMP@em.myflorida.com.

Sincerely,

Andrew Sussman

Digitally signed by Andrew Sussman
Date: 2025.06.10 14:14:03 -04'00'

Andrew Sussman,
All-Hazards Unit Manager

IG/AS/AD

cc:

Jay Zembower, Chair, Seminole County BOCC
Austin Beeghly, DEM Regional Coordinator
Tara McCue, RPC Representative
Melissa Shirah, DEM - Recovery
Laura Dhuwe, DEM - Mitigation
Austin Delgado, DEM – CEMP Planner

Seminole County Comprehensive Emergency Management Plan

Letter of Promulgation

Residents of Seminole County in Florida face the threat of disasters and emergencies. Recognizing this threat, government, at all levels, has a continuing responsibility for the health, safety and general welfare of its citizens.

Normal day-today procedures usually are not sufficient for effective disaster response as extraordinary emergency measures have to be implemented quickly if loss of life and property is to be kept to a minimum. Emergency procedures and actions to cope with the possibility of a disaster occurrence are addressed in the Seminole County Comprehensive Emergency Management Plan.

Each Seminole County Department, municipality and support agency continue to be knowledgeable of its contents and to be prepared to respond, or support efforts, during times of necessity.

The Seminole County Office of Emergency Management shall be responsible for the coordination for the preparation and continuous updating of the Seminole County Comprehensive Emergency Management Plan and will ensure that this plan is consistent with federal and state plans.

ATTEST:

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 their_____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____

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I. INTRODUCTION

Chapter 252.38, Florida Statutes, requires every County in the State of Florida to develop and maintain a Comprehensive Emergency Management Plan (CEMP). The CEMP establishes a framework for how Seminole County Government will prevent or mitigate the impact of; prepare for; respond to; and recover from a variety of disasters that may affect the residents and visitors of Seminole County. The CEMP processes are consistent with the National Incident Management System (NIMS) and utilize the Incident Command System (ICS). Responsibilities for the County, municipalities, agencies, divisions, and departments through an Emergency Support Function (ESF) system aid in planning and operations, and this system is clearly defined in the CEMP. Each ESF has a standard operating guideline which incorporates the principles of NIMS and ICS.

In February 2003, Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents was issued. In HSPD-5, the President directed the Secretary of Homeland Security to develop, submit for review to the Homeland Security Council and administer NIMS. In March 2004, the Secretary of Homeland Security released the NIMS guidelines. HSPD-5 requires all Federal, State, Local, and Tribal agencies to adopt and implement NIMS to receive Federal preparedness funding. On September 27, 2005, the Seminole County Board of County Commissioners adopted NIMS as the official County Incident Management System. All municipalities within Seminole County adopted NIMS prior to the October 1, 2005, deadline.

The CEMP is operations-oriented, and addresses coordinated County evacuation, shelter, functional needs support services, post-disaster response and recovery, rapid deployment and pre-deployment of resources, communications and warning systems, and annual training and exercises to determine the ability of local governments to respond to emergencies.

The CEMP describes the basic strategies, assumptions and mechanisms through which the County will mobilize resources and conduct activities to guide and support local emergency management efforts through preparedness, prevention, response, recovery and mitigation. To facilitate effective inter-governmental operations, the CEMP adopts a functional approach that groups the type of assistance to be provided under Emergency Support Functions (ESFs). Each ESF is led by a primary agency or County department, which has been selected based on its expertise, authorities, resources, and capabilities in the functional area.

A. Purpose

The purpose of the CEMP is to establish uniform policies and procedures for effective coordination of prevention, protection, response, recovery, and mitigation activities to a wide variety of natural, human-caused, and technological disasters using an all-hazard approach. These emergencies may differ in size and severity and affect the health, safety, and general welfare of the citizens and visitors of Seminole County.

To this end, Seminole County has incorporated the concepts and principles of the NIMS including ICS characteristics such as common terminology, modular organization, management by objectives, incident action planning, a manageable span of control, pre-designated incident facilities, comprehensive resource management, integrated communications, transfer of command, unity of control, unified command, personnel and resource accountability, and information and intelligence management.

The inclusion of the NIMS and ICS structure in the CEMP provides for the following:

- Ensures common and proven incident management doctrine, practices, and principles are used to plan for, protect against, respond to, and recover from emergency incidents and preplanned events;

- Maintains a response operation capable of expanding to meet an escalating situation; the ability to integrate resources; and obtaining equipment from intrastate and interstate mutual aid agreements, State-provided assistance, and Federal government response;

- Enables ordering and tracking of response assets using common resource typing and definitions;

- Establishes staging and allocation plans for the re-distribution of equipment, supplies, and aid coming into the area from other localities, States, or the Federal government through mutual aid agreements;

- Provides the ability to conduct situational assessments and establish the appropriate ICS organizational structure to effectively manage the incident; and

- Establishes communication processes, procedures and protocols that will ensure effective interoperable communications among emergency responders and multi-agency coordination systems – Emergency Operations Center.

The CEMP is designed to accomplish the following specific purposes:

- Reduce the vulnerability of people and communities of this County to damage, injury, and loss of life and property resulting from natural, technological, or human-caused emergencies, acts of terror, catastrophes, and/or hostile military or paramilitary action.

- Prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies.

- Respond to emergencies using all systems, plans, and resources necessary to preserve the health, safety, and welfare of the citizens and visitors to Seminole County.

- Recover from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by the emergencies.

- Provide an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery and mitigation and involve the whole community approach in planning.

- Minimize damage to property, material shortages, and service system disruption, which would have an adverse impact on the residents, the economy, and the well-being of the County.

- Manage emergency operations within the County by coordinating the use of resources available from municipal governments, private industry, civic and volunteer organizations, faith-based and non-profits, as well as State and Federal agencies.

The CEMP is a live document. The CEMP should be considered implemented at all times. The core activities (prevention, protection, mitigation, response, recovery) listed in the Basic Plan are always considered active. Certain annexes to the CEMP will be activated upon the identification of an imminent threat to life, safety, health, or property in Seminole County. The following procedures will take place to implement certain operational components of the CEMP.

The On-Call Emergency Manager is ultimately responsible for situational awareness to determine the size and scope of an incident. This is done by working with the subject matter experts for the event, such as an incident commander. For planned events, an emergency management representative will be assigned to obtain situational awareness.

1. If there is a threat to life, safety, or health, immediate notification of the Director of Emergency Management is required.

2. The Office of Emergency Management will make notifications to the appropriate stakeholders based on the threat utilizing the Alert Seminole system. Stakeholders are listed in the CEMP – Emergency Support Functions, Alert Seminole Contact Groups, and the EOC Guidebook. At a minimum, first response agencies (ESF 1/3 Public Works, ESF 4 Firefighting, ESF 16 Law Enforcement) will be notified of the threat.

3. The Situation Report and Incident Action Plan schedule will be developed by the Planning Section Chief.

4. The Director of Emergency Management, in consultation with the Incident Commander or Subject Matter Expert (s) will determine the need to activate the Emergency Operations Center to a corresponding level. If an EOC activation is not warranted, assigned emergency management staff will continue to monitor and provide updates to stakeholders.

5. If an EOC activation is warranted, assigned emergency management staff will inform stakeholders of EOC activation and reporting requirements for Emergency Support Functions.

6. The Director of Emergency Management will then work with the Executive Advisory Group and Command and General Staff to determine incident objectives to protect lives, property, and the environment.

7. A Safety Officer will be assigned and responsible for life, safety, and health issues and include this information inside the Incident Action Plan.

8. The Director of Emergency Management, in coordination with staff, will be responsible for activating certain operational annexes of the CEMP to conduct these life safety and property protective missions based on the type of threat.

9. ESF 12 Environmental Services will determine what threats to the environment exist based on the threat. These concerns will be brought to the Director of Emergency Management to be included in the objectives.

10. The Director of Emergency Management or designee will conduct an initial EOC briefing to inform staff of the situation, situational information will be distributed, and the EOC Planning Section will begin the Incident Action Plan process.

11. The Director of Emergency Management will coordinate with the County Attorney's Office to draft a Local State of Emergency (LSE). Once complete, the Director of Emergency Management will coordinate with the County Manager or designee for the execution of the LSE with the Chairman of the Board of County Commissioners or by a collective vote of the Board of County Commissioners in accordance with Seminole County Code Chapter 72.4.

12. ESF 1/3 and ESF 12 will track all infrastructure damage assessment data. This data is used to prioritize the restoration of services (including critical programs, utilities, and offices).

13. The Director of Emergency Management will include objectives of restoration of these essential services will be done in accordance with the Continuity of Operations Plan (COOP).

B. Scope

The CEMP describes the various types of emergencies and disasters that are likely to occur in Seminole County. The CEMP further provides procedures for disseminating emergency warnings and public information and for determining, assessing, and reporting the severity and magnitude of such disasters. The CEMP establishes the concepts under which County, municipal, and State governments will respond to disasters by:

- Defining the responsibilities of County officials and other governmental officials.
- Defining the emergency roles and functions of the County, municipalities, allied agencies, private industry, volunteers, and civic organizations.
- Establishing a unified framework for the expeditious and efficient deployment of County resources using the ESF concept.
- Outlining the type of recovery assistance available to individuals, businesses, and public entities.

C. Methodology

Seminole County takes a “whole community” approach to emergency management. Services must address the various needs of the community, including backgrounds, demographics, economic status, and functional needs. This means planning for the actual makeup of a community and making sure OEM meets the needs of every disaster survivor regardless of age, economics, or functional and accessibility requirements. A whole community is a means by which residents, emergency management practitioners, organizational and community leaders, private industry, and government officials can collectively understand and assess the needs of their respective communities and plan for a coordinated response.

A whole community approach is an attempt to engage the full capacity of private and nonprofit sectors, including businesses, faith-based, non-profit, and disability organizations. The Seminole County Office of Emergency Management has invited and facilitated discussions with faith-based, business, and private agencies and is continuously striving to improve the way these agencies have a voice and role in emergency preparedness, response, and recovery.

Seminole County has numerous plans to help the whole community, including volunteer, faith, and community-based organizations, the private sector, and the public, effectively prepare for,

protect against, respond to, recover from, and mitigate against all hazards. It is critical that we work together to enable communities to develop collective, mutually supporting local capabilities to withstand the potential initial impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being.

The initial input for the development of this document was through the operation of the functional and systematic approach to the management of emergencies used in the Seminole County CEMP. Input was provided by lead and support agencies through the development of the ESFs as defined in the National Response Framework and in the State of Florida's CEMP. The development of the ESFs has been an ongoing process; each ESF incorporates NIMS and ICS into its emergency operations plans. Many of the municipalities, County, and State agencies have provided input into the plan. Members of the primary and some secondary agencies have provided input and support to the operational guide of this document.

- ESF 1/3 Transportation & Public Works: Seminole County Public Works
- ESF 2 Communications: Seminole County 911 Administration/ Emergency Telecommunications
- ESF 4/9/10 Firefighting/ Search & Rescue/ Hazardous Materials: Seminole County Fire Department
- ESF 5 Planning: Seminole County Office of Emergency Management
- ESF 6 Mass Care: Seminole County Parks and Recreation
- ESF 7/19 Logistics/ Fuel, Fleet and Facilities: Seminole County Office of Emergency Management
- ESF 8 Health & Medical: Florida Department of Health in Seminole County
- ESF 11 Food & Water: Seminole County Parks and Recreation
- ESF 12 Energy and Utilities: Seminole County Environmental Services / Seminole County Utilities
- ESF 13 Military Support: Civil Air Patrol
- ESF 14 Public Information: Seminole County Office of Communications
- ESF 15 Volunteers & Donations: Seminole County Community Services
- ESF 16 Law Enforcement: Seminole County Sheriff's Office
- ESF 17 Animal Protection: Seminole County Animal Services
- ESF 18 Business & Industry: Seminole County Economic Development
- ESF 20 Cyber: Seminole County Information Technologies

All operations under this Plan will be undertaken in accordance with the Seminole County Office of Emergency Management's mission statement: To foster a prepared and resilient community.

Local, State, and Federal emergency plans will integrate NIMS in their emergency management plans and programs in order to provide effective and timely support to the citizens of Seminole County in the event of a major disaster or emergency. As such, the CEMP establishes a framework for the effective coordination of protection, prevention, response, recovery, and mitigation actions at all levels of government.

Recognizing that local emergency response is the first and primary responders during an emergency or disaster, the County will coordinate with local officials to augment local emergency resources as needed.

In accordance with efforts to create a county-wide CEMP, all agencies and local governments must be prepared to respond to emergencies and disasters even when government facilities, vehicles, personnel, and political/decision-making authorities are affected.

When deemed necessary, the Seminole County Office of Emergency Management will initiate requests for assistance from neighboring counties through mutual aid agreements and throughout the State through the Florida Division of Emergency Management Statewide Mutual Aid Agreement.

This plan will be maintained in accordance with the Integrated Preparedness Plan located in Annex H, and changes will be incorporated into the plan on a regular basis. Procedures for changes on the prescribed maintenance schedule are identified in detail in Annex H: Integrated Preparedness Plan. As the plan is improved through exercises or actual incidents, each ESF, municipality, and Seminole County department will be issued the current update, and the date and revision number will be listed. The Director of Emergency Management for Seminole County has the authority to update and make changes to this document, as necessary, to provide better documentation of emergency operations processes and procedures. All changes will be documented accordingly to ensure responding partners are aware of the updates. The following have received a copy of the CEMP:

- City of Altamonte Springs
- City of Casselberry
- City of Lake Mary
- City of Longwood
- City of Oviedo
- City of Sanford
- City of Winter Springs
- Florida Department of Health – Seminole County
- Orlando-Sanford International Airport
- Seminole County Board of County Commissioners
- Seminole County Clerk of Court
- Seminole County Supervisor of Elections Office
- Seminole County Sheriff's Office
- Seminole County Tax Collector
- Seminole County Public Schools

II. SITUATION/ASSUMPTIONS

This section of the CEMP provides a summary of the County's population, the major hazards the County is vulnerable to, and several planning assumptions that were considered in the planning process.

A major or catastrophic emergency will overwhelm the capabilities of Seminole County and its municipalities to provide prompt and effective emergency response and emergency short-term recovery measures. Numerous separate hazardous conditions and other emergencies as a result of a major event can be anticipated. Thousands of emergency victims may be forced from their homes, and many injured and deceased victims could be expected.

Transportation infrastructures will be damaged, and local transportation services will be disrupted. Widespread damage to commercial telecommunication facilities will be experienced, and the ability of governmental response and emergency response agencies to communicate will be impaired.

Homes, public buildings, and other critical facilities and equipment will be destroyed or severely damaged. Debris may make streets and highways impassable. The movement of emergency supplies and resources will be seriously impeded. Public utilities will be damaged and either fully or partially inoperable. Emergency personnel may become victims of the emergency, preventing them from performing their duties. Numerous separate hazardous conditions and other emergencies, as a result of the major event, can be anticipated.

Many victims will be in life-threatening situations requiring immediate rescue and medical care. There will be a shortage of a wide variety of supplies necessary for emergency survival. Hospitals, nursing homes, pharmacies, and other health and medical facilities will be severely damaged or destroyed. Medical and healthcare facilities that do remain in operation will be overwhelmed by the number of victims requiring medical attention. Medical supplies will be in short supply.

Damage to fixed facilities, which generate, produce, use, store, or dispose of hazardous materials, could result in the release of hazardous materials into the environment. Food processing and distribution capabilities will be severely damaged or destroyed. There will be near-total disruption of energy sources and prolonged electrical power failure.

There are a number of special facilities and populations that should be considered when doing an analysis. Special facilities are those that would be, in effect, more vulnerable to the effects of given hazards than the general inventory of facilities or the general population. This could include portable or mobile buildings, which are unable to withstand the effects of a natural disaster such as a hurricane or tornado winds, or a population that is not able to protect themselves without assistance, such as a hospital or nursing home. Individuals with special, functional, and access needs may have challenges obtaining normally accessible resources.

The Risk Assessment Section of the Local Mitigation and Resilience Strategy (LMRS) provides a detailed summary of the hazards and vulnerabilities for the County and Municipalities.

III. Hazard Analysis

Hazard Analysis is the degree to which the County is vulnerable to disasters. Identifying the hazards is the first step in any effort to reduce community risk. Hazard analysis involves identifying all the hazards that potentially threaten a community and analyzing them individually to determine the degree of threat that is posed by each. Hazard analysis determines:

- Probability of occurrence
- Relative Risk
- Potential extent of damage
- Primary area in which the hazard could affect
- Previous occurrences
- County's overall vulnerability to the hazard
- Impact on humans
- Impact on property
- Impact on the economy
- Impact on the environment
- Impact on program operations
- Impact on responders
- Impact on continuity of operations
- Evaluation of the public confidence post-disaster

The Hazard Analysis information is used in the development of all Seminole County plans and procedures. It indicates which hazards merit special attention, what actions might be taken to reduce the impact of those hazards, and what resources are likely to be needed. Hazard analysis requires the completion of five steps:

1. Identifying the hazard
2. Profile each hazard
3. Develop a community profile
4. Compare and prioritize risk
5. Create and apply scenarios

The first step in hazard analysis is to compile a comprehensive list of potential hazards specific to Seminole County. A thorough community hazard analysis evaluates all types of hazards, which are generally categorized as follows:

- **Natural hazards**: These include tropical storms, hurricanes, flooding, wildfires, and geological events such as sinkholes and earthquakes.
- **Technological hazards**: These encompass power outages, failures of critical infrastructure, hazardous materials incidents involving oil or gas pipelines, chemical spills, and industrial accidents.
- **Human-caused hazards**: These consist of civil disturbances, acts of terrorism, mass protests, and other intentional or unintentional disruptions to public safety.

Cascading emergencies occur when an initial hazard triggers subsequent events, amplifying the overall impact. For example, a tropical storm could cause widespread flooding, leading to the rupture of natural gas pipelines, which in turn could ignite fires and explosions, compounding the severity of the disaster.

A. Official Hazard List

The following hazards were selected as the official hazards for Seminole County, FL by the LMRS Planning Team for the 2025-2030 LMRS.

- Agriculture (Exotic Pests and Diseases)
- Civil Disorder
- Critical Infrastructure Disruption
  - Communication
  - Power
  - Water/Wastewater
- Cyber Security/Cyber Attack
- Disease and Pandemic Outbreak
- Domestic Security/ Terrorism (CBRNE)
- Drought and Water Shortage
- Earthquakes
- Extreme Heat
- Financial Collapse
- Flooding
- Harmful Algal Bloom
- Hazardous Materials Accident (Fixed Site and Transportation)
- Mass Gatherings/ Planned Events
- Mass Migration/ Repatriation
- Severe Weather
  - Hail
  - Lightning
  - Microbursts
  - Thunderstorms
- Sinkholes/Land Subsidence
- Structural Integrity/Collapse
- Tornadoes
- Transportation Disruption
  - Aircraft
  - Rail
  - Mass Casualty Incident
- Tropical Cyclones
  - Hurricanes
  - Tropical Storms
- Violent Act (Non- Terrorism)

- Wildfires
- Winter Storm/ Freezes

B. Hazard Profiles

Hazard: Agriculture (Exotic Pests and Diseases)

Probability of Occurrence	1-5 Years
Risk	48%
Relative Risk	Medium
Description	Agriculture incidents in Seminole County are quite rare and historically have not caused much damage to the community. In coordination with Seminole County's Agriculture Extension Office, Emergency Management is made aware of incidents involving crops and exotic pest outbreaks that may pose a threat to the community. Diseases that may pose a threat to crops in Seminole County include Citrus Canker and Citrus Greening. Potential pests include mosquitos, toads, mice, rats, and other harmful pests. On-going crop diseases present a threat to the agriculture community in Seminole County.
Extent	Ranges from small, affected area of crops, up to 17,031 acres of farmland in the County.
Location	Much of the agricultural foundation of Seminole County is located in the northwestern portion of the county including the Cities of Lake Mary and Sanford and the unincorporated Seminole County, but the effects of an incident may impact the entire county.
Significant Occurrences	(1982): The City of Longwood - Toad infestation due to heavy rains (1995): Citrus Canker detected in Seminole County (1999): The City of Altamonte Springs experienced mice infestations (2007): Huanglongbing (HLB), also known as Citrus Greening, confirmed in Seminole County. Between 2008-2017, Seminole County citrus filled 157,000 boxes but declined to 29,000 boxes in less than one decade. Spatial extent - while the direct impacts may be less than 25%, the indirect effects of an incident could be county-wide
Overall Vulnerability	Overall vulnerability of Seminole County and its

	jurisdictions to agricultural diseases and pests is low. Although there is not a large percentage of farmland in the county, disease can spread quickly if response is not immediate. The cities of Lake Mary and Sanford and unincorporated parts of Seminole County are most vulnerable to agricultural incidents because this is the largest area of farmland countywide. As the county continues to expand in residential, commercial, industrial, and infrastructural development the overall risk for this hazard decreases as a result. As more land is developed, the overall risk to agriculture decreases since there is less agricultural land vulnerable to hazards such as weather events, pests, and disease outbreaks.
	Impacts/ Consequences
Human	Low Impact Increased possibility of death or injury to agriculture diseases and risk to contaminated food crops.
Property	Low impact Hazard has low impact to critical infrastructure and property resulting in physical losses. Historically this hazard has more of an impact on crops. Exotic pests can become a nuisance to property owners in all jurisdictions in Seminole County.
Economic	Low Impact The community may experience a low economic loss, primarily for the farming and agriculture industry, as a result of a pest or disease outbreak.
Environment	Hazard can have broader negative impacts to local ecosystems such as habitat loss and biodiversity degradation, specifically in the unincorporated areas of Geneva and Chuluota. The 2023 U.S. Global Change Research Program's Fifth National Climate Assessment found that increasing temperatures, along with changes in precipitation, reduce productivity, yield, and nutritional content of many crops. These changes can introduce disease, disrupt pollination, and result in crop failure, outweighing potential benefits of longer growing seasons and increased CO_2 fertilization.

Program Operations	The County Comprehensive Emergency Management Plan (CEMP) covers basic response and recovery capabilities for exotic pests and diseases that are agriculturally based.
Responders	Depending on the nature of the pest or disease, responders may require certain protective equipment and tools.
COOP	An agriculture incident would have minimal impacts on COOP because this hazard would not disrupt normal operations.
Property/ Facilities/ Infrastructure	Privately owned farmland, in unincorporated Seminole County and in the cities of Oviedo, Sanford, and Winter Springs; has the potential to be devastated.
Public Confidence in the Jurisdiction's Governance	Public confidence would depend on how satisfied those impacted are with the local response.

Risk Reduction

Mitigation

Types of mitigation projects in the county include:

- Collection and destruction of infected plant species
- Diversification of agricultural landscaping
- Fertilizer reduction / ordinance
- Inspection and sampling species
- Introduction of higher trophic level species
- Invasive plant species reduction
- Larvicide, adulticide, aerial spray
- Prescribed burning
- Public education / outreach
- Sanitation with chemical control

Plans

Mosquito Response Plan
Rabies Procedures

Hazard: Civil Disorder

Probability of Occurrence	1-5 Years
Risk	48%
Relative Risk	Medium
Description	Events of civil disorder are classified as armed violence, riots, protests, swatting and threats against military or the government. “Swatting” is a criminal harassment act of

	deceiving an emergency service dispatcher into sending a police or emergency service response team to another person's address. The proper planning and prevention methods aid in the mitigation of civil disorder events. For threats of civil disorder utilizing armed violence, it is likely that a joint jurisdictional management of operations will take effect, coordinated at the county level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management.
Location	Not specific to any geographic area(s) of Seminole County
Significant Occurrences	(2012): February 26 – Shooting of 17-year-old, Trayvon Martin in Sanford. There were public protests, school walk outs, and thousands of planned rallies across the nation. The Seminole County EOC provided support for seven weeks in the trial phase of the event. (2021): March 28 – Group of individuals congregated at the Seminole Wekiva Bridge in protest against the mask mandate that was issued as a response to the Covid-19 Pandemic. (2022): March 3 – Student-led walkouts were demonstrated at two [2] middle schools and nine [9] high schools within the Seminole County Public School (SCPS) system in support of the LGBTQ+ community in the face of HB 1557, nicknamed the "Don't say Gay" bill. (2023): September 2 – Multiple different groups of neo-Nazi and white supremacy groups held two different demonstrations. The first being held right outside of Walt Disney World and the second being held at an I4 bridge in Altamonte Springs. Demonstrators held different flags depicting Nazi, anti-LGBTQ+, and antisemitic content. While spatial extent of the hazard would be 25% or less, civil disorder could have county-wide effects.
Overall Vulnerability	The overall vulnerability of civil disorder in Seminole County is moderate. While moderate human impact is possible, civil disorder can spread quickly and disrupt the public's confidence in the jurisdictions' governance. All jurisdictions of Seminole County are vulnerable to civil disorder and its effects.

	Land use development does not have a direct effect on the risk of civil disorder, as social, political, and economic factors are the primary drivers of unrest. Urban growth or infrastructure expansion does not inherently increase or decrease the likelihood of civil disorder events.
	Impacts/ Consequences
Human	Moderate Impact The hazard is human in nature; tension between the public, law enforcement, judicial system, and media would be heightened. Disorder can also lead to violent acts potentially impacting the local population.
Property	Moderate Impact There would be little impact in general, but protests and riots have the potential to cause localized problems.
Economic	Moderate Impact Depending on the population involved, strikes, protests, and riots could have negative impacts to economic prosperity including employees missing work.
Environment	This hazard would not affect the environment.
Program Operations	A joint jurisdictional management of operations will likely take effect, coordinated at the County level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management.
Responders	Those in Law Enforcement may need additional protective equipment when responding to potentially violent incidents of disorder. There may be possible increases in crime rate.
COOP	There could be some impact to the COOP as civil unrest could lead to disruption in operations in affected areas.
Property/ Facilities/ Infrastructure	Potential for property, facilities, and infrastructure to be affected is possible. This can be caused from riots or malicious attempts to disrupt local infrastructure.
Public Confidence in the	Public confidence may be a significant factor in the case of

Jurisdiction's Governance	civil disorder. Public messaging will need to stay consistent throughout the event.

Risk Reduction

Mitigation	Types of Civil Disorder mitigation projects in the county include: • Designation of peaceful protest areas • Intelligence / threat assessment for special events • Metal detector/handheld metal detector to critical facilities • Mobile field force training and exercise Security system/video surveillance for critical facilities • Permitting for special events • Public education / outreach • Tracking and incident planning for special events
Plans	CEMP – Civil Unrest Operational Plan

Hazard: Critical Infrastructure Disruption (Communication, Power, Water/ Wastewater)

Probability of Occurrence	1-5 Years
Risk	57%
Relative Risk	Medium
Description	Numerous facilities in Seminole County are classified as critical infrastructure. Disruption of these facilities could severely impact the economic and social wellbeing of the citizens and patrons of Seminole County. The Office of Emergency Management maintains a listing of the critical infrastructures, protected by Florida Statute 119, for Department of Homeland Security 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof. Presidential Policy Directive 21 (PPD-21): Critical Infrastructure Security and Resilience advances a national policy to strengthen and maintain secure, functioning, and

resilient critical infrastructure.

An electromagnetic pulse (EMP) is a high-frequency burst of electromagnetic energy caused by the rapid acceleration of changed particles. An EMP event can occur naturally from a great geomagnetic storm, or it can be man-made through the use of a single, crude nuclear weapon delivered by a primitive missile, and the effects would be virtually identical. A catastrophic EMP would cause the collapse of critical infrastructure such as the power grid, telecommunications, transportation, banking, finance, food, and water systems.

Water contaminants, such as industrial chemicals, biological pathogens, and agricultural runoff, can infiltrate water sources through various means including natural disasters, accidental spills, or intentional acts of sabotage. These contaminants can lead to severe degradation of water quality, rendering it unsafe for consumption and everyday use.

Location

All of Seminole County

Significant Occurrences

Occurs fairly frequently mainly due to severe weather or in extreme cases tropical cyclones. Strong thunderstorms in the summer and storms associated with passing fronts or low-pressure systems occur every year.

(1989): In March, a geomagnetic storm struck the Earth, causing widespread electrical and hydro system disruptions throughout Quebec, Canada. These disruptions lasted as long as nine hours.

(2003): In November, ionizing radiation from a solar flare hit Earth’s atmosphere causing severe radio blackout throughout North America.(2024): In May, The strongest geomagnetic storm in 20 years hit Earth causing disruptions to power grids, broadband technology, and GPS satellites in space

Spatial Extent - Impacts from a disruption could impact more than 50% of the county but may have county-wide effects.

Overall Vulnerability

The overall vulnerability of Seminole County and its jurisdictions to critical infrastructure disruption is medium. Because CI disruption can be caused by many different

	forces, it is one of the hazards with the highest vulnerability. Severe weather, tropical cyclones, tornadoes, and geomagnetic storms are just some examples of harmful incidents that may cause CI disruption. Disruption of critical infrastructure can include communication, power, and water/ wastewater; all of which are key components of community functions in all jurisdictions. Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as they have historically been more impacted in terms of both severity and length of impact from this hazard than other communities within Seminole County. Land use development has no effect on the risk of critical infrastructure disruption. The risk is more closely tied to system vulnerabilities, operational practices, and external threats rather than the overall extent of development in a region.
	Impacts/ Consequences
Human	High Impact Could cause loss of power to homes, disruption in drinking water supply, and loss of communication to the public. Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of Critical Infrastructure Disruption.
Property	Moderate Impact Depending on the severity of the disruption various homes and businesses could lose electrical power, water, and communications capability.
Economic	Low Impact this would depend on the type, scale, duration, and severity of disruption.
Environment	Hazards such as flooding from water main breaks, pollution from damaged or malfunctioning power plants and contamination from sewage/solid waste pose threats to

	local ecosystems and air quality.
Program Operations	Disruption to these facilities by threat or attack will be dealt with utilizing the Seminole County Terrorism Annex. In other situations, the responsible agency would coordinate with emergency management.
Responders	Depending on the size of the disruption, this may cause an interruption of emergency radio traffic in the event of a communications failure.
COOP	There may be some impact to the COOP if communication is disrupted. If so, alternate methods would be used to coordinate the appropriate response.
Property/ Facilities/ Infrastructure	Facilities near the affected areas may have to shut down. Properties may have to undergo decontamination, and infrastructure at a regional level could be severely affected if shut down.
Public Confidence in the Jurisdiction's Governance	High confidence in jurisdictional response will be partially dependent on a timely recovery.

Risk Reduction

Mitigation

Types of Critical Infrastructure Disruption mitigation projects in the county include

- Amateur Radio
- Analogue back-up systems
- Backup generator and other alternate power sources for critical facilities
- Building codes and enforcement
- Crime Prevention Through Environmental Design (CPTED)
- Emergency public information and warning systems
- Public education / outreach
- Retrofit of network hardware and equipment for alternate 9-1-1 communications centers
- Security dates, barricades, and electronic surveillance
- Underground electrical and structural retrofit
- Satellite Phones
- Satellite Internet Services

Plans	Continuity of Operations Plan Points of Distribution Plan

Hazard: Cyber Security/Cyber Attack

Probability of Occurrence	1-5 Years
Risk	62%
Relative Risk	High
Description	Over the past decade, the nation as a whole has seen an increase in cyber-attack; defined as any offensive maneuver employed by individuals or whole organizations that target computer information systems, infrastructure and/or networks, by means of malicious acts to either steal, alter, destroy, or hold hostage valuable data from the victim(s). Furthermore, the rise of Artificial Intelligence (AI) technology has transformed the complexity and variety of cyber-attacks. Seminole County's Office of Emergency Management and Seminole County's Information Technology Department strives to ensure the safety and security of the technical infrastructure within the County. In doing so, threat analyses are completed to note vulnerabilities in the system and develop corrective actions to mitigate these attacks in the Seminole County Information Security Policy. The Internet Crime Complaint Center (IC3) has reported over $12.5 billion in monetary value was lost nationally in 2023 alone. To prevent this crime, laws have been enacted, specifically, the Cybercrime Prevention Act of 2012. The focus in the future will be to ensure that Seminole County Information Services in partnership with various public safety agencies conduct annual exercises and monitor the current threat levels of cyber-attack for county information technology infrastructure.
Location	Not specific to any geographic areas of Seminole County
Significant Occurrences	The nation as a whole has been affected by various cyber-attacks, especially credit card fraud. (2017) December - The Internet Crime Complaint Center (IC3) reported over $5.52 billion in monetary value lost.

(2023) December – The Internet Crime Complaint Center (IC3) reported over $12.5 billion in monetary value lost.

(2024) January – The Seminole County Public Schools (SCPS) finance office received what looked like an official email from one of the district vendors, asking to change their banking information and to pay their bill into the new account. The employees deemed the email legit without verifying the information allowing for the change to be made, allowing the perpetrators to scam the district out of $1.3 million.

(2024) June – On June 26, 2024, the Florida Department of Health (the Department) discovered a security breach in its network that led to unauthorized access to some of the department's data. This unauthorized access affected a limited number of internal systems and resulted in the transfer of data from a specific location within the network. The Department immediately launched an investigation and collaborated with cybersecurity experts to determine the nature and scope of the breach. The Department also promptly informed law enforcement and referred the matter to the Florida Department of Law Enforcement for investigation. The Department conducted direct outreach and notification to individuals who were potentially affected. Impacted individuals were offered complimentary credit monitoring and identity theft protection services provided by the Department. A cyber security threat would physically affect less than 25% of Seminole County but could have county-wide effects.

Overall Vulnerability

The overall vulnerability of Seminole County and its jurisdictions to cyber security threats is high. Targets include any individual, household, business, house of worship, or government agency. Even with protection programs and awareness campaigns, all jurisdictions of Seminole County are highly likely to receive cyber-attacks including malware, phishing, and other hacking. Countywide systems and data could potentially be compromised by cyber-attacks, which makes protecting these systems a high priority.

The risk of cybersecurity breaches or cyber attacks is largely independent of land use development. While increased digital infrastructure can expand the surface area

	for potential threats, the risk is primarily shaped by technology vulnerabilities, cybersecurity policies, and threat actor activity, rather than physical land use.
	Impacts/ Consequences
Human	Moderate Impact Potential for physical harm to the public as a result of cyber-attack on medical and other critical facilities.
Property	Moderate Impact Physical damage to property is possible through cyber-attack of critical facilities and infrastructure.
Economic	High Impact Depending on the nature of the threat, financial transactions and other economic processes could be heavily impacted.
Environment	Potential for impact depending on the nature of the attack.
Program Operations	Program operations could be significantly impacted if data or vital systems are compromised.
Responders	Minimal impact to responders due to nature of hazard.
COOP	Depending on target of attack - this may cause the relocation of a particular service if severe enough.
Property/ Facilities/ Infrastructure	Information technology infrastructure could be stressed or shut down, but otherwise there is a low risk to property and facilities.
Public Confidence in the Jurisdiction's Governance	Public confidence will depend on the timeliness of restoration of lost services or data.
	Risk Reduction
Mitigation	Cyber Attack mitigation strategies include • Anti-phishing education • Back-up systems / off-site storage • Cyber insurance for critical infrastructures • Cyber response team • Cyber security assessments

- Enhanced cyber security training
- Firewalls and testing environments
- Intelligence gathering for new cyber threats
- Mutual aid for cyber services
- Public education / outreach
- Multi-Factor Authentication
- Data Encryption

Plans Seminole County Cyber Security Procedures

Hazard: Disease and Pandemic Outbreak

Probability of Occurrence 1-5 Years

Risk 57%

Relative Risk Medium

Description The Department of Health is the lead agency if an outbreak occurs. The Florida Department of Health- Seminole County (ESF-8 Health / Medical) duties include epidemiology surveillance, public outreach, distribution of pharmaceuticals, and tracking the trends of possible outbreaks throughout the country and world. The Department of Health has plans in place, including: the use of the Strategic National Stockpile, how to identify the outbreak, and how to determine the particular diseases. During the COVID-19 pandemic a multitude of facilities, primarily the Sears in the Oviedo Mall and community centers/ faith-based organizations, were established in order to distribute vaccines and prevent the spread of the disease.

Location All of Seminole County

Significant Occurrences Hepatitis C: yearly cases averaging 300 patients.
Influenza: Reported every other year averaging 40 cases.
Salmonellosis: averaging over 100 reported cases per year.

(2009): H5N1 and H7N9 Avian flu reported 141 cases.

(2015): Seminole County experienced significant occurrences of diseases such as H3N2, Influenza, Hepatitis A, Measles, and Zika.

(2019): 2,034 cases of Hepatitis A virus as of June 2019. Florida Surgeon General declared a public health emergency in August 2019.

(2020) In March, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic.

On March 1, Governor DeSantis signed Executive Order 2020-52 and directed State Surgeon General to issue a Public Health Emergency. Seminole County remained in a State of Emergency for over 450 days which expired on June 15, 2021.

Spatial Extent - Depending on the severity, a disease outbreak could affect more than 50%, and most likely the entire county.

Overall Vulnerability

Seminole County's overall vulnerability to disease and pandemic is medium. The people of Seminole County are highly vulnerable to the spread of disease due to the population size and proximity to tourist hotspots with travelers from all over the country and the world. Through training, public education, and patient tracking, first response agencies work to reduce the overall vulnerability to the spread of diseases. All jurisdictions in the county are similarly vulnerable to the effects of diseases.

Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as there has been a history of government mistrust which could potentially present a barrier to providing proper care and administering vaccinations.

Land use development does not alter the risk of disease or pandemic outbreaks, which are more heavily influenced by factors such as population density, healthcare infrastructure, public health systems, and global connectivity, rather than by the type or extent of land development.

Impacts/ Consequences

Human

High Impact

Depending on the characteristics and scale of the disease can have overwhelming impact to death or injury.

Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of Disease and Pandemic Outbreak.

Property	Not Applicable
Economic	High Impact May slow down business and economic activity in an area affected by the disease due to workers missing work (sickness), temporary business closures, hospital resources/space usage and limited interaction between people due to quarantine and fear of exposure.
Environment	Can potentially impact environment if a disease were to spread within animal populations.
Program Operations	The Department of Health is the lead agency in an event. The County would make use of the Strategic National Stockpile and use the County's preestablished Memorandums of Understand (MOUs) as a point of dispensing of pharmaceuticals, vaccines, personal protective equipment (PPE), or anything else that is needed. A hospital's capacity may be impacted depending on size and severity of event.
Responders	Heightened stress on medical personnel and may require higher level of personal protective equipment (PPE).
COOP	The COOP should remain unphased unless disease is spread and affected individuals are involved in the response operations.
Property/ Facilities/ Infrastructure	Increased stress on local hospitals with increasing patients related to disease, however there would likely be minimal impact to physical structures.
Public Confidence in the Jurisdiction's Governance	Seminole County's response to a disease outbreak would determine the public's confidence in all sectors of government.

Risk Reduction

Mitigation

Types of Disease and Pandemic mitigation projects in the county include:

- Contact tracing
- Epidemiology surveillance
- Environmental hazardous waste disposal
- Isolation / quarantine methods
- Personal protective equipment & training
- Public outreach from the Health Department
- Vaccinations

- Zoonotic disease surveillance

Plans Pandemic Response Plan

Hazard: Domestic Security/ Terrorism (CBRNE)

Probability of Occurrence 6-10 Years

Risk 32%

Relative Risk Medium

Description State and local governments have primary responsibility in planning for and managing the consequences of a domestic security/ terrorist incident using available resources in the critical hours before Federal assistance can arrive. The terrorist threat may represent Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) hazards, and/or other threats or a combination of several hazards. The initial detection of a Weapon(s) of Mass Destruction (WMD) attack will likely occur at the local level by either first responders or private entities (e.g., hospitals, corporations, etc.). The detection of a terrorist incident involving covert biological agents will most likely occur through the recognition of similar symptoms or syndromes by clinical in-hospital or clinical settings. It is incumbent upon all county and municipal responders to be as well trained as possible in WMD response. The intricacies of an effective response demand the utmost cooperation among all responders, Federal, State, County and municipalities.

Terrorism is a serious issue in Florida. Terrorism increases the likelihood of mass casualty and mass evacuation from a target area. For threats of armed violence, it is likely that joint jurisdictional management of the operation will take effect and will be coordinated at the county level between the Sheriff, fire/rescue, the Department of Health and FDLE. There are seven regional coordination teams throughout the State of Florida, called Regional Domestic Security Task Force (RDSTF). These consortiums evaluate vulnerabilities to the community and provide strategic plans for strengthening the homeland. In addition to the RDSTF, the Central Florida area is listed as an Urban Area Security Initiative (UASI). In 2003, the U.S. Department of Homeland Security (DHS) created the Urban Areas Security Initiative (UASI) Grant Program to support the planning, equipment, training, and exercise needs of high-threat, and

	high-density urban areas around the country.
Location	No particular area in Seminole County
Significant Occurrences	(2016): June 12, Pulse Nightclub – The City of Orlando experienced the worst mass shooting event in the United States' history up to that date. 49 victims were killed, 53 additional were injured, and the shooter was killed. A terrorist attack would most likely be very localized and isolated and impact less than 25% of the geographic area of the County, however effects could be county-wide.
Overall Vulnerability	Overall vulnerability to a terrorist attack is medium within Seminole County and its jurisdictions. Human and property impacts could be severe and widespread depending on the nature of the attack. Because terrorist attacks can take many forms and include many types of weapons, it is difficult to reduce the county's overall vulnerability to these incidents. First response agencies attempt to reduce vulnerability through prevention tactics and intelligence sharing. No jurisdiction in Seminole County is more vulnerable to attack than another. Land use development does not directly affect the risk of domestic terrorism or CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) threats. The risk is influenced more by national security measures, intelligence, and counterterrorism efforts than by urban growth or land use patterns.
	Impacts/ Consequences
Human	High Impact Great potential for threat to health and safety depending on type of attack. Localized impact if explosive, but potentially widespread effects if CBRNE.
Property	Low Impact Potential for higher impact if CBRNE is dispersed. Depending on type of attack and location of the attack can scale to higher impact.
Economic	Moderate Impact

	If target is financial or major commercial building or institution, impacts can be greater and more widespread; other cases could shut down industries, infrastructure, and/or the delivery of services.
Environment	Potential for high consequence if CBRNE is dispersed. Aquifer system is vulnerable to intentional spill of hazardous materials.
Program Operations	If attack is in vicinity of program operations, there could be major impacts and disruption; potential relocation.
Responders	Potentially very dangerous and hazardous conditions. Requires proper personal protective equipment for various threats; potential for increased stress and fatigue.
COOP	Depending on type, scale, and specific location of event, the COOP could be disrupted.
Property/ Facilities/ Infrastructure	Potentially high impact to critical facilities and infrastructure depending on target of attack and type of threats.
Public Confidence in the Jurisdiction's Governance	Public's confidence could be severely impacted by terrorist attack depending on nature and scale of threat. Prevention and response are key to maintaining confidence.

Risk Reduction

Mitigation

Mitigation projects for terrorism include:

- Crime Prevention through Environmental Design
- Homeland Security assessment / surveys
- Intelligence surveillance systems
- Public outreach / education
- Security and surveillance systems for critical facilities
- See Something, Say Something systems/programs
- VIPER surveillance programs

Plans

Regional Domestic Security Task Force Operations Plans

CEMP Terrorism Annex

Hazard: Drought and Water Shortage

Probability of Occurrence	1-5 Years
Risk	67%

Relative Risk	High
Description	A drought is noted as a period of unusually dry weather that persists long enough to cause serious problems such as crop damage and/or water supply shortages. There are four basic approaches to measuring drought (Wilhite, 1985): Meteorological- defined usually on the basis of the degree of dryness (in comparison to some "normal" or average amount) and the duration of the dry period. Agricultural- drought to agricultural impacts, focusing on precipitation shortages, differences between actual and potential evapotranspiration, soil water deficits, reduced ground water or reservoir levels. Hydrological- associated with the effects of periods of precipitation (including snowfall) shortfalls on surface or subsurface water supply (i.e., streamflow, reservoir and lake levels, groundwater). Socioeconomic- associated with the supply and demand of some economic good with elements of meteorological, hydrological, and agricultural drought. The severity of the drought depends upon the degree of moisture deficiency, the duration, and the size of the affected area. In the past, most of Central Florida has suffered from droughts to the extent that unnecessary water usage has been curtailed by legislation. This curtailment, imposed by local governments and the St. Johns Water Management District was accomplished by water use restriction during designated hours and alternate days. Many natural hazards can arise from the effects of drought. Historically, drought in Florida has been known to contribute to wildfires, sinkholes, and major water shortages between the months of November-April. One of the major bodies of water providing a water source for much of our crops and agriculture territory in Seminole County is the St. Johns River. During long periods of drought, a disruption in the watering cycle can have potentially damaging effects, including substantial crop loss in the northwestern portion of the unincorporated county and city of Lake Mary. In addition to the crop loss and livestock reductions, drought in Seminole County is

	associated with an increase in wildfire threat which in turn, places both human and wildlife populations at a higher risk.
Extent	Between D0 – Abnormally Dry and D4 – Exceptional Drought (Drought Severity Classification)
Location	All of Seminole County could be affected by drought
Significant Occurrences	(2012): The 2-month period of April and May of 2012, reached highest level of drought with portions of the state under a D-4 Drought Exceptional condition. (2015): July through September, D-3 conditions were reported. (2017): May, a major portion of the state displayed D-3 conditions. (2018): March, Seminole County was under a burn ban due to dry conditions. (2019): June, Seminole County was under a burn ban for one week due to dry conditions and increased fire risk. (2023): Seminole County was under a burn ban for four weeks between March and April due to extreme dry conditions and associated fire risk. (2024): June, Seminole County was under a burn ban due to drought conditions. Spatial Extent – A drought would affect more than 50%, and most likely the entire county.
Overall Vulnerability	Overall vulnerability to drought or water shortage in Seminole County and its jurisdictions is high. During the dry months of the year, drought can cause serious consequences and have compounding effects. Tactics such as water usage restrictions are implemented to save water. Drought or water shortage would have a similar level of vulnerability in all jurisdictions of Seminole County. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to all jurisdictions within the county. Underserved communities within Seminole County and its

	jurisdictions are more vulnerable to this hazard as this hazard has historically impacted these communities more severely than other communities within Seminole County. As Seminole County continues to expand, increasing land development places greater demand on local water resources. Urbanization reduces natural groundwater recharge areas, while higher water consumption for residential, commercial, and agricultural needs accelerates depletion.
	Impacts/ Consequences
Human	Low Impact May require water use restrictions, which could cause stress to agricultural production. Increase in heat-related illness including dehydration. Due to the increased health risks facing the special need population, individuals with special needs within Seminole County and its jurisdictions are more vulnerable overall to the impacts of Drought and Water Shortages.
Property	Low Impact Heat-sensitive components may be compromised.
Economic	Moderate Impact Agribusiness, public utilities, and other industries reliant upon water for production or services.
Environment	A reduction in ground water supplies creates a situation conducive to sinkholes, most commonly in the east and west unincorporated county areas, and the cities of Altamonte Springs and Oviedo; however, effects can be felt in any jurisdiction. Non-domesticated animals will be directly impacted, flora may die off, increased fire risk as well as likelihood of soil quality degradation. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from drought and water shortages and that future mitigation and adaptation strategies related to this hazard should be considered.

Program Operations	Prolonged drought periods may require suspension of services.
Responders	Prolonged exposure to severe conditions, overexertion required by job will increase risk of heat-related illness.
COOP	No major disruptions are associated with this hazard to the COOP.
Property/ Facilities/ Infrastructure	Heat-sensitive components may be compromised.
Public Confidence in the Jurisdiction's Governance	The response of various utilities, water resource managers, and emergency management would be subject to the public's approval.

Risk Reduction

Mitigation

Types of Drought and Water Shortage mitigation efforts include:

- Improvement in the social awareness of droughts, their effects, and countermeasures
- Increasing soil water retention and its availability for plants
- Landscaping and plan selection for irrigation reduction
- Landscape water usage restrictions
- Modification of the technology of water use on farms, in fields, in catchments
- Public Education / outreach
- Rain barrels for landscaping / rainwater harvesting

Plans

Environmental Water Usage Procedures

Community Wildfire Protection Plan

Hazard: Earthquakes

Probability of Occurrence	10+ Years
Risk	22%
Relative Risk	Low
Description	An earthquake is a sudden movement of the Earth's lithosphere (its crust and upper mantle). Earthquakes are

	caused by the release of built-up stress within rocks along geologic faults or by the movement of magma in volcanic areas. They are usually followed by aftershocks. There are no fault lines in Seminole County, but effects of offshore impacts could be felt if the earthquake was strong enough.
Extent	The Richter scale measures the intensity or magnitude of an earthquake and represents the intensity with a scale ranging from 1 to 10. Each whole number increase on the scale represents a tenfold increase in wave amplitude and roughly 32 times more energy release.
Location	Not specific to any geographic areas of Seminole County
Significant Occurrences	Earthquakes have not had a major impact in Florida. Notable occurrences include: (1879): January – St. Augustine (1880): January – Cuba and Key West (2006): September 10, 2006 – rare 5.9 magnitude earthquake occurred in the eastern Gulf of Mexico and produced weak to light shaking across much of Florida, including Seminole County. There were no reported damages in Seminole County. (2014): January – Cuba and Key West (2024) A 4.0 magnitude earthquake hit approximately 100 miles from the Cape Canaveral coast. Spatial Extent - An earthquake would likely affect more than 50% of the county's land area.
Overall Vulnerability	The overall vulnerability of Seminole County and its jurisdictions to earthquakes is low. While earthquakes are possible in or near Seminole County, their likelihood is low, and effects would be felt equally throughout the county. Property damage would be one of the greatest losses caused by earthquakes, with little prevention activities possible for these events. All jurisdictions are similarly vulnerable to the effects of earthquakes. While Seminole County and its jurisdictions have a low probability of experiencing significant earthquake activity, the county's growing population increases the number of

	structures and residents potentially affected by even minor seismic events. Underserved communities, often located in older or lower-cost housing that may not be built to modern seismic standards, face heightened risks of structural damage and displacement. Land use development can increase the risk of damage from earthquakes by expanding infrastructure, buildings, and critical facilities in areas with unstable soils or poor structural resilience. The addition of high-density developments, particularly those not built to seismic-resistant standards, can lead to amplified ground shaking effects in the event of an earthquake. Furthermore, increased groundwater extraction and construction activity can contribute to soil instability, potentially exacerbating ground movement or subsidence in certain areas.
	Impacts/ Consequences
Human	Low Impact Risk to health and safety from falling debris, stress and fatigue are also possible if incident is severe enough.
Property	Low Impact Earthquakes can cause damage to property, facilities, and infrastructure but are historically rare in Seminole County.
Economic	Low Impact The overall economy of Seminole County. Businesses would be able to reopen once a building inspection was complete.
Environment	Localized consequences, but earthquakes are historically rare in Seminole County.
Program Operations	If severe enough, can affect program operations, but extremely unlikely.
Responders	There would be a risk of falling debris and impacted transportation routes.
COOP	Resources to continue operations may be limited (i.e.

	phones, Internet).
Property/ Facilities/ Infrastructure	If severe enough, can affect infrastructure, but extremely unlikely.
Public Confidence in the Jurisdiction's Governance	Public confidence in this hazard will be directly related to the County's overall response by local leaders and public safety officials.

Risk Reduction

Mitigation	Types of Earthquake mitigation strategies in the county include: • Anti-fracking rules / ordinances • Hardening of infrastructure • Structural mitigation measures to improve the capacity of a building to resist seismic forces
Plans	No Plans

Hazard: Extreme Heat

Probability of Occurrence	1-5 Years
Risk	52%
Relative Risk	Medium
Description	Heat-related deaths and illness are preventable, yet annually, many people succumb to extreme heat. According to NOAA's National Weather Service, heat is the number one weather-related killer in the United States. During 2023, 2,300 people died nationwide as a result of extreme heat. This number is also a new record for heat related deaths. The National Weather Service statistical data shows that heat causes more fatalities per year than floods, hurricanes, tornadoes, and lightning (individually) nationwide most years and within short-term (10-year) and long-term (30-year) averages. Temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for 3 or more consecutive days are defined as extreme heat. A major impact to these extreme heat events

	includes the monitoring of heat and drought indices for the implantation of county-wide burn bans. Public information activities are also put in place during extreme heat events that remind people of the risk of heat exhaustion. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground. Excessively dry and hot conditions can provoke dust storms and low visibility. Droughts occur when a long period passes without substantial rainfall. A heat wave combined with a drought is a very dangerous situation. The highest recorded temperature for Seminole County was on June 1, 2004 at 101°F.
Extent	3 -10 consecutive days of 99°F or higher
Location	Extreme Heat would affect all of Seminole County
Significant Occurrences	Summer heat indices can exceed 100 degrees. (2004): June – Reaching 101 degrees. (2016): July – Reaching 100 degrees. (2020) In Seminole County the temperatures reached over 95F thirty-three times. (2021) In Seminole County the temperatures reached over 95F twelve times. (2022) In Seminole County the temperatures reached over 95F twenty-six times. (2023) According to scientists at NASA's Goddard Institute for Space Studies (GISS) in New York, July 2023 was hotter than any other month in the global temperature record. (2023) According to NWS, a record high of 99 degrees was observed in the Sanford area. Which warranted an excessive heat warning to be issued. (2024) In Seminole County the temperatures reached over 95F twenty-nine times (29). Temperatures above 95F occur most often in June, July, August, and occasionally in May and September. The Natural Resources Defense Council expects for the county to have 13.8 summer days per year of extreme heat.

Spatial Extent - Extreme heat would affect more than 50%, if not the entire county.

Overall Vulnerability

Overall vulnerability to extreme heat is medium in Seminole County and its jurisdictions. While property is unlikely to be affected by extreme heat conditions, homeless populations are highly vulnerable to extreme heat with approximately 2,883 homeless citizens in Seminole, Orange and Osceola counties as of 2024. Extreme heat can also have greater impacts on outside workers, and elderly and infant populations. Extreme heat would impact all of Seminole County and would have similar vulnerability levels across all jurisdictions.

Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions.

Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as homes within these communities are typically older homes with insufficient HVAC capabilities.

Land use development changes have led to expanding urban areas which contribute to the urban heat island effect, where concrete, asphalt, and reduced vegetation lead to higher localized temperatures. This intensifies heat waves, increasing risks to public health, energy consumption, and infrastructure.

Impacts/ Consequences

Human

High Impact

Inside a home with little or no air conditioning is the most dangerous place to be during extreme heat.

Due to the increased health risks facing the special needs

	population, individuals with special needs are more vulnerable overall to the impacts of Extreme Heat.
Property	Not Applicable Most infrastructure is built to withstand high temperatures seen with Central Florida's climate.
Economic	Moderate Impact May stress local water supply demands.
Environmental	A reduction in ground water supplies create a situation conducive to sinkholes, non-domesticated animals will be directly impacted, and flora may die off. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from extreme heat and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Operations should not be impacted from an extreme heat event as long as working conditions remain normal (proper A/C, etc.).
Responders	Prolonged exposure to severe conditions and overexertion required by job will increase heat-related illness.
COOP	The COOP should not be impacted from an extreme heat event as long as working conditions remain normal.
Property/ Facilities/ Infrastructure	Property, facilities, and infrastructure are built to withstand high temperatures.
Public Confidence in the Jurisdiction's Governance	The public confidence would be related to any response actions the county takes to alleviate effects from extreme heat.

Risk Reduction

Mitigation

Types of mitigation efforts that can be adopted include:

- Cooling centers
- Cool pavements
- Cool roofs / infrastructure
- Emergency public information / warning
- Green infrastructure / roofing

- HVAC / Generator rules / ordinances for healthcare facilities
- Increased vegetation / canopy covering
- LEED certified building / construction
- Public education / outreach
- Rubber chipping at playground and recreational facilities
- Temporary shading / tenting
- Tree Planting / Maintenance Annual Program
- Resiliency Hubs

Plans Extreme Weather Plan Operations Annex to CEMP

Hazard: Financial Collapse

Probability of Occurrence 10+ Years

Risk 25%

Relative Risk Low

Description A financial collapse is a devastating breakdown of the national, regional, or territorial economy. The span of time these events last could range anywhere from months to decades while the lasting effects can be seen for a long time after. In our country, there were two notable financial collapses known as the Great Depression lasting from 1929 to the early 1940s and the Great Recession lasting from December 2007 to June 2009. Following the COVID-19 pandemic, the United States experienced economic hardships due to affected supply chain across the globe, dramatically increasing the cost of consumer goods, real estate, and construction/fuel costs. Unemployment skyrocketed to 14.7% at the height of the COVID-19 pandemic in April 2020, and those rates remained elevated through late 2021.

Location Any geographic area of Seminole County could be affected.

Significant Occurrences (1929-1940s): The Great Depression

(2007-2009): Great Recession - December 2007 - June 2009

Spatial Extent- Would affect more than 50% of area - a financial collapse would impact virtually the entire county's population.

Overall Vulnerability The overall vulnerability of Seminole County and its jurisdictions to financial collapse is low. Keeping county

	funds in reserves helps to reduce the vulnerability of financial collapse however, the lack of diverse employment opportunities increases the potential losses from the collapse of one field. Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as there is a higher percentage of lower-income individuals present. Land use development does not directly impact the risk of financial collapse, which is typically driven by economic conditions, market forces, global trade dynamics, and financial systems, rather than by local urbanization or land development.
	Impacts/ Consequences
Human	Low Impact Although a financial collapse will certainly have an impact on human life, it will not directly introduce any hazardous factors to human life as a whole.
Property	Low Impact There is potential for loss of houses, vehicles, etc. due to individuals' inability to afford costs however, no physical loss to property is noted.
Economic	High Impact Subject to the nature of the collapse, many, if not all economic properties would be affected. Stocks, unemployment, and the ability to loan and borrow would all be impacted.
Environment	Economic effects could indirectly affect environmental protection projects, initiatives, etc.
Program Operations	Certain operations may be slowed by an economic crisis.
Responders	Higher stress and anxiety could affect responders, but there are no direct effects.
COOP	Employees needed to help in the recovery may lose their jobs as a result of a financial collapse.
Property/ Facilities/ Infrastructure	Physical damage not applicable, but any repairs or new construction needed may be impacted by a struggling economy.
Public Confidence in the Jurisdiction's Governance	Public's confidence would be dependent on the ability of the economy to recover in a timely manner.

Risk Reduction

Mitigation

Types of mitigation measures in the county include:

- Affordable work force housing alternatives
- Community gardens / co-ops for feeding
- County reserves
- Diversifying careers / businesses
- Diverse business portfolio
- Promotion of financial insurance programs
- Public education / warning
- Public transportation / infrastructure
- Small business continuity educational programs
- Sustainable development ordinances

Plans

Points of Distribution (POD) Operations Annex to CEMP

Hazard: Floods

Probability of Occurrence

1-5 Years

Risk

67%

Relative Risk

High

Description

Flooding is the covering of land by water that is not normally covered by water. It occurs when an area is inundated beyond its natural or designed ability to drain and absorb this water. Flooding is measured through a percent annual chance, or the frequency at which a certain flood level is likely to occur. The elevation at which a base flood would take place has a 1% annual chance of occurring, also known as a 100-year flood. .2% annual chance would be a 500-year flood, and areas identified as minimal flooding have less than .2% annual chance of flooding or need further study. Locations in the minimal flooding areas can still experience flooding due to heavy rainfall. These areas can include closed basin lakes, areas experiencing stormwater related flooding, or ground saturated from early season rainfall.

Seminole County does not address risk and vulnerabilities related to Dams as there are no dams present within the County.

Extent

Flood gages along the St. John's River and at the Little Wekiva River indicate flood levels between Action, Minor,

	Moderate, and Major flood stages. Minor flood impacts can start to occur at Action Stage with minimal flooding to low lying areas and parks, all the way to historic flooding in Major Stage with water covering major roads and standing water in homes.
Location	The areas most affected by heavy rains are located in the northeastern and eastern parts of the County along the St. John's River, Econlockhatchee River, Lake Monroe, Lake Jessup and Lake Harney in unincorporated areas, City of Oviedo, City of Winter Springs, and City of Sanford. Flood impacts are also seen in the western part of the County from the Wekiva River and Little Wekiva River in the City of Altamonte Springs, City of Longwood, and unincorporated areas. Localized flooding can also occur anywhere in the county due to heavy rainfall. More specific information on the flood hazard area can be found in the Seminole County Floodplain Management Plan, 2020, which is an annex to the Local Mitigation and Resiliency Strategy.
Significant Occurrences	(1924): Historic flooding event (2004): Hurricanes – Charley, Frances, and Jeanne (2008): Tropical Storm Fay – Localized flooding, roadway washouts, affected over 150 homes, prompted Presidential Disaster Declaration. (2017): Hurricane Irma – major flooding event (2018): St. John's River action stage in summer of 2018 – sandbag operations in localized areas (2020) Fall of 2020 experienced Action Stage on St. Johns River, sandbag sites, and closure of boat ramps (2022) Historic flooding occurred from Hurricanes Ian and Nicole on the St. John's River and Little Wekiva River (2024) Flooding after Hurricane Milton Spatial Extent - Flooding could impact between 25%-50% of the county's area, potentially greater in rare events.
Overall Vulnerability	The overall vulnerability to floods in Seminole County and its jurisdictions is high. With several large bodies of water in the county and municipalities including Lake Jesup, Lake Monroe, Lake Harney, and the St. John's River; our community is very vulnerable to flooding. Enforcing floodway restrictions and building codes reduces

	vulnerability however, with heavy rains caused by severe weather and tropical cyclones, flooding is possible in any jurisdiction of the county. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions. Land use changes and development in flood-prone areas increases impervious surfaces, reducing natural absorption of rainfall and worsening runoff. Poor stormwater management and loss of wetlands elevate the frequency and severity of flooding events.
	Impacts/ Consequences
Human	High Impact Risk of loss of life and injury, displacement, and increased distress. May affect drinking water; can increase risks to health. Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of this hazard.
Property	High Impact Utility outages, transportation infrastructure closures, and varying levels of damage to structures in low-lying areas. Impacts will be greatest along the St. Johns River and in unincorporated Seminole County and the cities of Altamonte Springs, Sanford, and Winter Springs but can occur in any jurisdiction.
Economic	High Impact Severe flooding can cause economic turmoil for individuals, businesses, and subsequently the county through both direct and indirect methods.
Environment	Increased risk of exposure to hazardous materials. Displacement of wildlife may increase public health and safety issues, and potential increased arboviral vectors such as disease-carrying mosquitos. These can occur in any jurisdiction but will be most likely in areas of flooding

	where water is standing. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from flooding and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Operations may be affected or interrupted by flooding.
Responders	Risk to life and safety while responding to populations affected by flooding.
COOP	Staffing difficulties are possible (personnel unable to drive to work or attending to own family).
Property/ Facilities/ Infrastructure	Utility outages, transportation infrastructure closures, and varying levels of damage to structures in low-lying areas.
Public Confidence in the Jurisdiction's Governance	Confidence will be shaped by the response of emergency management in mitigating, preparing, and responding to a flooding event.
	Risk Reduction
Mitigation	Types of flooding mitigation projects in the county include: • Clear waterways of obstructions • Demolition of Severe Repetitive Loss properties • Design and reconstruction of improved drainage system • Designated natural lands • Elevation of structures above Base Flood Elevation • Floodplain and stream restoration • Floodplain ordinances • Installation of storm water flood control measures to prevent flooding and related damage • Low impact development • Promoting flood insurance • Public Information / outreach • Sandbaggers / sandbag jigs • Storm water system for bodies of water • Structure modifications to commercial buildings • Water retention, green space preservation, green infrastructure
Plans	Storm Water Clearing Operations Procedure Flood Response Plan Sandbag Operations Plan Floodplain Management Plan

Hazard: Harmful Algal Bloom

Probability of Occurrence	1-5 Years
Risk	43%
Relative Risk	Medium
Description	Cyanobacteria, also called blue-green algae, are microscopic organisms found naturally in every aquatic habitat including fresh, brackish (combined salt and fresh water), and marine water. The organisms use sunlight to make their own food and as a by-product, produce oxygen. In warm, nutrient-rich (high in phosphorus and nitrogen) environments, cyanobacteria can multiply quickly, creating blooms that spread across the water's surface. Cyanobacteria can be toxic to humans, pets, and livestock. Blooms can stay below the water's surface, or they sometimes float to the surface in warmer climate. Some cyanobacteria blooms can look like foam, scum, or mats, particularly when the wind blows them toward a shoreline. Harmful algal blooms, often caused by the proliferation of cyanobacteria, pose significant risks to human health and the environment. Cyanobacteria produce toxins known as cyanotoxins, which can contaminate water sources such as lakes, rivers, and reservoirs. Ingestion of water contaminated with cyanotoxins can lead to gastrointestinal problems such as nausea, vomiting, diarrhea, and abdominal pain. These symptoms can be particularly severe in children, the elderly, and individuals with compromised immune systems. Additionally, contact with water containing cyanobacteria or their toxins can cause skin irritation, rashes, or allergic reactions, especially in individuals with sensitive skin. Inhalation of cyanobacteria aerosols, particularly during recreational activities like swimming or boating in affected water bodies, can lead to respiratory problems such as coughing, wheezing, or difficulty breathing. Overall, harmful algal blooms represent a public health concern.
Location	Waterbodies across Seminole County
Significant Occurrences	(2019): In October, Seminole County was alerted to two (2) blue-green algae blooms in residential lakes. Sampling and testing of the lakes confirmed toxins in the lake, and alert

signage was placed in public locations surrounding the waterbody. A reverse emergency call was placed to all of the residents in the area.

(2022): In November, Seminole County was alerted to two (2) blue-green algae blooms in Lake Howell and Deep Lake. Sampling and testing of the lakes confirmed toxins in the lake, and alert signage was placed in public locations surrounding the waterbody. A reverse emergency call was placed to all of the residents in the area.

(2023): In January, Seminole County was alerted to one (1) blue-green algae bloom in Wood Lake. Sampling and testing of the lakes confirmed toxins in the lake and alert signage was placed in public locations surrounding the waterbody. A reverse emergency call was placed to all of the residents in the area.

(2024): In April, Seminole County was alerted to two (2) blue-green algae blooms in Little Big Econ River and Lake Jesup. Sampling and testing of the bodies of water confirmed toxins in the lake and alert signage was placed in public locations surrounding the waterbody. A reverse emergency call was placed to all of the residents in the area.

Overall Vulnerability

Seminole County's overall vulnerability to harmful algal blooms (HABs) is medium. The people of Seminole County are highly vulnerable to the threat of HABs due to the numerous areas where it can be present. Through continuous monitoring, public education, and deploying alerts/messaging when HABs are identified, first response agencies work to reduce the overall vulnerability to the effects of HABs. All jurisdictions in the county are similarly vulnerable to the effects of HABs.

Land use development does not have a direct impact on the risk of harmful algal blooms, as these events are primarily driven by nutrient runoff, water temperature, hydrological conditions, and other environmental factors.

Impacts/ Consequences

Human

Low Impact

Gastrointestinal Illness – Ingestion of water contaminated with cyanotoxins produced by HABs can cause gastrointestinal symptoms such as nausea, vomiting,

	diarrhea, and abdominal pain. These symptoms can be particularly severe in children, the elderly, and individuals with compromised immune systems. Skin Irritation – Direct contact with water containing cyanobacteria or their toxins can lead to skin irritation, rashes, or allergic reactions, especially in individuals with sensitive skin. Dermatitis and other skin conditions may occur upon exposure to cyanobacterial blooms. Respiratory Issues – Inhalation of cyanobacteria aerosols, particularly during recreational activities like swimming, boating, or water sports in affected water bodies, can lead to respiratory problems such as coughing, wheezing, or difficulty breathing. Respiratory irritation may result from exposure to cyanotoxins, or other organic compounds released by algal blooms. Neurological Effects – Some cyanotoxins, such as microcystins, have been associated with neurological symptoms including headaches, dizziness, weakness, confusion, and in severe cases, seizures, or paralysis. Long-term exposure to cyanobacterial toxins may increase the risk of neurodegenerative diseases. Long-Term Health Risks – Chronic exposure to cyanotoxins over time may pose long-term health risks, including an increased risk of liver cancer, kidney cancer, neurodegenerative diseases, and other chronic health conditions. Prolonged exposure to HABs may exacerbate pre-existing health conditions and contribute to cumulative health effects.
Property	Low Impact HABs can negatively influence property value during an active bloom.
Economic	Low Impact HABs cause lakes, reservoirs, and rivers to become unsightly and at times dangerous, reducing tourism, recreation, commercial fishing, and property values and increasing water quality monitoring, management, and treatment costs.
Environment	A bloom of algae on the water's surface creates a turbid (cloudy) underwater environment, one that prevents much

	of the sun's light from reaching bottom-dwelling organisms, including plants. Underwater plants are often a critical source of food and shelter for other organisms, and without them entire aquatic food webs and ecosystems can suffer. Even nontoxic algal blooms can have a detrimental impact on aquatic ecosystems in the form of dead zones, areas in a water body with so little oxygen that aquatic life can't survive. Also known as hypoxic zones, dead zones are typically a result of eutrophication, which is what happens when a waterway becomes overly polluted with nutrients. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from harmful algal blooms and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	This hazard would have minimal impact to program operations.
Responders	Responders should ensure to rinse off with fresh water if contact is made with suspected HAB waterways.
COOP	This hazard would not affect the COOP.
Property/ Facilities/ Infrastructure	Physical structures would not be affected by this hazard.
Public Confidence in the Jurisdiction's Governance	In the event of a failure or poor response to a reported HAB, the public's perception of Seminole County can become negative.

Risk Reduction

Mitigation	Potential Methods for Mitigation of HABs: • Floating Treatment Wetlands • Riparian Vegetation • Aeration • Mechanical Circulation • Hypolimnetic Oxygenation • Coagulation & Flocculation • Barley Straw
Plans	CEMP – Operations Annex D-38 Recreational Water Contamination Response Plan

Hazard: Hazardous Materials/ Radiological (Fixed Site and Transportation)

Probability of Occurrence	1-5 Years
Risk	48%
Relative Risk	Medium
Description	There are numerous hazardous materials facilities and plants throughout Seminole County. A majority of these facilities are water treatment facilities and some construction and building facilities. In addition, there are hazardous materials located in minor quantities at schools, hospitals, and some of the telecommunication facilities throughout Seminole County. Seminole County has an aggressive hazardous materials inspection and cataloging program. The information collected from the facilities is placed into a State-wide system for easy access by emergency responders. The Emergency Operations Center monitors planning and training activities, spills, chemical releases, and hazardous materials events. Seminole County would not be directly affected by a coastal oil spill; therefore, an assessment is excluded. However, the County could feel the effects from a spill during an incident affecting the Florida Power and Light facility on the St. John's River in Volusia County at Highway 17-92 near the bridge. Seminole County has a minimal chance of experiencing the effects of a hazardous material/radiological incident caused by rocket launches out of Kennedy Space Center.
Location	North, Central and West geographic areas of Seminole County
Significant Occurrences	(2013-2016) 1,4-Dioxane, which is not regulated by State or Federal standards, was first identified in three (3) Seminole County Water Treatment Plants in 2013, results were published in a 2015 Annual Water Quality Report, and operational adjustments were made in 2016 to minimize concentrations of 1,4-d drinking water. Since then, county drinking water has tested below the Health Advisory Level of .35 parts per billion. (2023) Lake Mary water treatment facility experienced a

	hydrogen peroxide leak; levels were not harmful. Notably, Interstate 4 and SR 417are both essential roadways that are used to transport hazardous materials. Spatial Extent – Any hazardous material accident would have very localized impacts and would account for less than 25% of the county's geographic area.
Overall Vulnerability	Overall vulnerability of hazardous materials incidents is medium in Seminole County and its jurisdictions. While the spatial extent of these incidents would likely be low, the impacts to humans could be substantial. Having busy interstates and active railways leaves the county vulnerable to hazardous materials leaks. Having major bodies of water such as Lake Jesup, Lake Monroe, and the St. Johns River also leaves room for vulnerability because some hazardous materials may be spread through the waterways. Land use changes that increase industrial activity, transportation networks, and storage of hazardous materials elevate the potential for spills, leaks, and exposure risks. Development near industrial sites or major transportation routes compounds vulnerabilities.
	Impacts/ Consequences
Human	Moderate Impact Depending on the hazardous material, there may be ranging impacts to human health and safety; may require shelter-in-place.
Property	Moderate Impact The property affected by a spill could have varying impacts depending on the type and scale of the disaster.
Economic	Moderate Impact Depending on the severity and material that is spilled it can impact property value, local businesses, and tourism.
Environment	Certain materials can be detrimental to environmental ecosystems.
Program Operations	Rare events can occur requiring relocation of program operations.
Responders	Protective actions required for responders such as proper

	PPE, depending on the hazardous materials.
COOP	Unless directly impacted operations center, this hazard poses very little threat to COOP.
Property/ Facilities/ Infrastructure	Depending on the nature and severity of event, there could be a larger risk to infrastructure, etc.
Public Confidence in the Jurisdiction's Governance	The public's confidence would be related to the ability of the county to respond appropriately and contain the situation.

Risk Reduction

Mitigation

Mitigation projects for hazardous materials include:

- Air monitoring equipment
- Containment equipment / logistics
- Convert gas chlorination system to liquid chlorine system
- Develop proactive hazardous materials response plan
- Emergency Public Information and Warning
- Hazardous Materials storage ordinance
- Hazardous Materials team training and exercises
- Public Education / outreach

Plans

Hazardous Materials Standard Operating Guidelines

Hazard: Mass Gatherings/ Planned Events

Probability of Occurrence	1-5 Years
Risk	43%
Relative Risk	Medium
Description	There are numerous special events in Seminole County that bring over 10,000 persons together in one venue. Of these, the largest event is the annual “Red Hot and Boom” celebration in the City of Altamonte Springs. This event draws more than 150,000 people to enjoy the Independence Day celebration. In addition to “Red Hot and Boom”, the City of Sanford’s Fort Mellon Independence Day Celebration, Winter Springs, and Oviedo events have significant numbers of people on July 4th. Other special events are normally located in the various parks and recreational centers throughout Seminole County. The largest of the non-government sponsored events is the Scottish Highland Games Festival. Thousands

	of people come to Seminole County to visit the parks during these events.
Location	No particular geographic area of Seminole County
Significant Occurrences	"Red, Hot, and Boom" Independence Day Celebration in Altamonte Springs brings over 150,000 people. City of Sanford's Fort Mellon, Winter Springs and Oviedo fireworks together equal roughly 150,000. The Scottish Highland Games is the second largest event in Seminole County with over 20,000 attending each of the three days. The ECNL Boys and Girls Soccer League Tournament in December brings in over 100 teams from around the Nation. Spatial Extent - These events are localized and would affect less than 25% of the county
Overall Vulnerability	The overall vulnerability of mass gatherings or planned events is medium. Even with specialized equipment, teams and training for these type of events, mass gatherings continue to be vulnerable targets. First responders work to reduce the vulnerability of large events by implementing security checkpoints, vehicle barricades and other safety measures. Buildings, infrastructure, and systems within Seminole County are not very vulnerable to violent acts. Although large events take place in all jurisdictions of Seminole County, the cities of Altamonte Springs and Sanford may be more vulnerable to attacks due to their large number of outside public events. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions. The risk associated with mass gatherings or planned events is not significantly impacted by land use development. Event risks are primarily influenced by event management, security measures, crowd behavior, and external factors such as weather, rather than the overall development of the area.

Impacts/ Consequences

Human	Moderate Impact With large amounts of people, general injuries are more likely, civil disturbances more likely, increased traffic and accident risk.
Property	Low Impact Influx of people may overtax local resources if not prepared however, no impact to the physical property is expected.
Economic	Moderate Impact Increased demand of local resources, food, water, etc.
Environment	This human-caused hazard would likely not have an impact on local environment.
Program Operations	If gathering near center of operations, large gatherings could lead to disruption in operations in affected areas.
Responders	May experience increased calls of service, potentially dealing with heavy traffic and slowing response time.
COOP	If gathering near center of operations, large gatherings could lead to disruption to the COOP in affected areas.
Property/ Facilities/ Infrastructure	Influx of people may overtax local facilities, roads, and resources, if not prepared.
Public Confidence in the Jurisdiction's Governance	How the County responds with security and response to any emergency may determine the public's confidence.

Risk Reduction

Mitigation

Mitigation projects for mass gatherings include:

- Air monitoring equipment
- CCTV / Mesh Camera networks
- Drone detection equipment / technology
- Electronic signage / Variable message boards
- Incident Action Plan training
- Metal detector / check points
- Public Education / outreach
- Radiological detectors
- Special event ordinance / rules
- Vehicle barricades for high populated areas

Plans

Permitting Procedures
Fusion Center Threat Assessment Bulletin

Incident Action Plans

Hazard: Mass Migration/ Repatriation

Probability of Occurrence	6-10 Years
Risk	32%
Relative Risk	Medium
Description	Pockets of migrant workers in Seminole County remain very low. These workers are drawn from the local work force and migrants, if any, are transported into the area on a daily basis to work in the farmlands of Seminole County.
Location	No particular geographic areas in Seminole County.
Significant Occurrences	(2010): January – Operation Haiti Relief after an earthquake brought displaced and some injured people through Orlando Sanford International Airport. (2017): Hurricane Maria – mass migration of evacuees from the island of Puerto Rico to the Central Florida area after the hurricane. Over 250 families resettled in Seminole County and over 6,500 in Central Florida. (2024) In March of 2024, overwhelming gang violence and the overthrow of the Haitian government caused mass evacuations of American citizens from Haiti back to the United States. The FDEM first selected the OSIA as the reception point and one flight was received. Spatial Extent - this hazard would affect less than 25% of the geographical area
Overall Vulnerability	The overall vulnerability of mass migration and repatriation in Seminole County and its jurisdictions is low. While lack of housing and community resources could be a concern with mass migration, due to the low probability and lack of physical impacts, Seminole County is not very vulnerable to this hazard. While it's possible people migrating into the county may choose a more urban area to move to, each jurisdictions is equally vulnerable to this possibility. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions. As population centers grow due to changes in land use, an

	influx of displaced persons from disasters, conflicts, or economic instability can strain local infrastructure, social services, and emergency response capacity, complicating repatriation and relocation efforts.
	Impacts/ Consequences
Human	Moderate Impact Possible increases in crime rate, civil disturbances may increase.
Property	Low Impact Mass migration could potentially impact.
Economic	Low Impact Increase demands of deliverable goods and increased crime in affected areas could affect local economy.
Environment	Massive increase in population could strain the environment.
Program Operations	Increased population could lead to civil unrest which may affect operations.
Responders	Could be increased calls to service and need for additional personnel to handle influx of population.
COOP	Civil unrest could lead to disruption to COOP in affected areas.
Property/ Facilities/ Infrastructure	Depending on type and scale of event, some local facilities and infrastructure could be stressed or overtaxed.
Public Confidence in the Jurisdiction's Governance	The coordination of services provided and assimilation of migrants may affect confidence of the public.
	Risk Reduction
Mitigation	Potential mitigation projects include: • Affordable work force housing • Diverse employment / career development • Homeless sheltering – expansion / services • Public Education / outreach • Sheltering mitigation / retrofit
Plans	Repatriation Annex to the CEMP

Hazard: Severe Weather
(Hail, Lightning, Micro-Bursts, Thunderstorms)

Probability of Occurrence	1-5 Years
Risk	57%
Relative Risk	Medium
Description	Severe weather is defined as any meteorological event that poses a risk to life, property, social disruption, and/or requires the intervention of authorities. Hail: Hail is a form of solid precipitation consisting of balls or irregular lumps of ice .5 millimeters or larger that form during certain thunderstorm conditions. Hail Extent: 2.5in - tennis ball (NOAA Hail Conversions) (National Oceanic and Atmospheric Administration) Lightning: Lightning is the electrostatic discharge of atmospheric electricity, characterized by flashes that can travel within a thundercloud, between clouds, or from a cloud to the surface of the earth; lightning is usually accompanied by audible thunder. Lightning Extent: 17+ flashes/sq km/yr (Cloud to Ground flash Density) (NWS, 2019) Micro-burst: A micro-burst is a violent, short-lived, localized column of sinking air caused by an intense downdraft, creating extreme wind shears at lower altitudes; usually associated with thunderstorms. A micro-burst can present wind gust/bursts between 50-70mph but can reach as high at 115mph. Micro-burst Extent: 90mph wind gusts Thunderstorms: Thunderstorms are formed by the convection behavior of unstable air mass layers, which result in the meteorological effects of wind, heavy rainfall, lightning and thunder, and sometimes hail.
Extent	Hail: Small hail up to 2.5” – Tennis ball (NOAA Hail Conversions) Lightning: Direct strike, 2 fatalities, 25 injuries Micro-burst: Up to 90mph wind gusts Thunderstorms: Tornadoes (EF1- EF3), Flooding Rain (15” in 24hrs, 18.5” in 48hrs, 20.2” in 72hrs)

Location	Severe weather may take place in any geographic region of Seminole County.
Significant Occurrences	(1992): March 6 – A severe thunderstorm moved southeast across southwestern Seminole County producing hail the size of golf balls, damages around $300,000. (2011): March 30-31 – Winter Park storms caused widespread power outages, fallen trees, road flooding, and damage to homes. (2013): July 27 – Micro-burst near Sanford Airport- one slightly damaged building, carts blown across property. (2018): October 8 – Severe wind and thunderstorms caused boat to capsize on Lake Monroe carrying two men, one deceased and the other sent to hospital. (2020) May 21 - Severe thunderstorms produced large hail across Seminole County. Hail was reported to be up to 3” diameters (largest hail size ever in this area). (2021) Sep. 19 - Between 4-6 inches of rain fell in northern Seminole County. Storm stayed overhead for 2 hours and caused flash flooding. Standing water was as deep as 2 feet. Several homes in Downtown Sanford reported 2-3” of water inside. (2022) Mar. 16 - Storms produced up to 2” hail in Lake Mary and Longwood. (2022) May 21 - Storms produced up to 1.25” hail in Oviedo and Sanford. Spatial Extent – This hazard could impact greater than 50% of the county and in extreme cases cause county-wide effects.
Overall Vulnerability	Vulnerability to severe weather is medium due to its frequency in nature combined with our ability to monitor and predict when severe weather will impact Seminole County and its jurisdictions. While severe weather can have damaging effects on people and property, widespread awareness and lead time before storms reduces our overall vulnerability to its effects. Vulnerability to severe weather is consistent throughout all jurisdictions. Underserved communities within Seminole County and its

	jurisdictions are more vulnerable to this hazard as individuals within these communities have less access to immediate resources such as transportation, safe housing, and financial reserves. Denser development increases the number of structures and residents exposed to hazards like thunderstorms, high winds, and hail. Poor construction practices and inadequate mitigation measures can lead to greater damage and economic losses.
	Impacts/ Consequences
Human	Moderate Impact Potential for minimal loss of life and injuries and would likely impact all jurisdictions within Seminole County. May require shelter operations, potential impact on mental and physical health. Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of Severe Weather.
Property	Moderate Impact Severe weather can cause utility outages and potentially major damage to buildings from wind, fires caused by lightning, and potential threat to aviation property.
Economic	Moderate Impact Depending on type of hazard and specific event, there could be damage to certain buildings, etc.
Environment	Environmental tolerances can be overwhelmed by hazards associated with severe weather. Debris and hazardous materials could be released into the environment. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from severe weather and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Dangerous weather conditions may cause difficulty in responders' ability to travel. Loss of power may impact system operations and or communications.

Responders	Protective actions required, PPE required for safety in addressing downed utility lines, hazardous materials, and debris. Status of responder's family may affect responder's ability to perform his/her duties.
COOP	Only in extreme situations of damage would relocation be necessary; communication and utilities may be impacted.
Property/ Facilities/ Infrastructure	Possible utility outages and transportation infrastructure closures; damage to property and buildings in general is possible in all jurisdictions within Seminole County.
Public Confidence in the Jurisdiction's Governance	Residents affected by severe weather can look to local first responders and insurance companies to assist with damages. OEM responds to all reported severe weather events and coordinates messaging with the National Weather Service to alert residents of pending severe weather.

Risk Reduction

Mitigation

Mitigation projects for too include:

- Lightning Detection Warning System
- Public Education / outreach
- Public Information and Warning
- Strengthen critical infrastructures / retrofit
- SkyWarn certification
- Wind retrofit / protection

Plans

Emergency Alert and Warning Systems Operations Annex to the CEMP

Comprehensive Emergency Management Plan (CEMP)

Hazard: Sinkholes/ Land Subsidence

Probability of Occurrence	1-5 Years
Risk	33%
Relative Risk	Medium
Description	A sinkhole is a depression or hole in the ground brought about by one of the various forms of erosion beneath the earth, causing a collapse of the surface layer. Seminole County is susceptible to sinkhole and subsidence conditions because it is underlain by thick carbonate deposits that are susceptible to dissolution by circulating

	ground water. Florida's principal source of freshwater, ground water, moves into and out of storage in the carbonate aquifers – some of the most productive in the nation. Development of these ground water resources for municipal, industrial and agricultural water supplies creates regional ground water level declines that play a role in accelerating sinkhole formation, thereby increasing susceptibility of the aquifers to contamination from surface water drainage. Such interactions between surface-water and ground-water resources in Florida play a critical and complex role in the long-term management of water resources and ecosystems of Florida's wetlands. These conditions are monitored, but if the occurrence occurs on private property, it is the citizen's responsibility to repair the damage. If the condition exists on public property, the designated public works department will take control of the situation.
Extent	Average size: 3-4 ft. wide and 4-5 ft. deep. Could be up to 30 ft. deep in extreme cases.
Location	Sinkholes could occur in any area of Seminole County, but would be small in impact area.
Significant Occurrences	130 sinkholes/land subsidence in the county since 1962. They are a common, naturally occurring geological phenomenon. (2002): 50 foot wide and 30 foot deep sinkhole opened up in Sanford destroying a barn and swallowing two horses. Much of the damaged was caused by ground water filling the hole rapidly. No damage was reported to the residential structure of the home. (2012): In December, a 25 foot deep sinkhole in Lake Mary threatened a home causing the homeowners to evacuate. The City of Lake Mary deemed the home unsafe, however, the repairs to the home were covered by the homeowner's insurance with the claim totaling over $300,000. Major repairs noted were to major cracks in the structure. (2014): In February, a 6 foot deep, and 5 foot wide hole on the Rock Lake Middle School in Longwood opened up causing no structural damage. Physical education classes were cancelled due to its location but the school operations were not impacted. Since then, the hole was filled with dirt and a fence erected around it to prevent

further damage.

(2015): In January, a land subsidence event occurred in Geneva in which firefighters rescued a dog who was 75% trapped in the hole. There was no official confirmation if the depression was actually a sinkhole, however, the dog was rescued and administered oxygen. The dog was transported to a local animal hospital and made a full recovery.

(2016): In July, a sinkhole was reported by the Department of Environmental Protection in the City of Oviedo. The sinkhole was 4 feet deep and 7 feet in length. The location consists mainly of in cohesive and permeable sand.

(2017): In mid-January of 2017, Seminole County Fire Department responded to a sink hole in Longwood. The sink hole was 3 feet deep with a 4-inch width and a circular shape.

(2019) October 19th – Approximate 20x30 ft wide and 20 ft deep sinkhole formed at the Royal Arms Condominiums on Orange Drive causing 16 units to evacuate.

(2021) Sept. 20- Heavy rain caused an old stormwater culvert along East 1st St. to collapse, causing a sinkhole. Sanford city crews closed a portion of Fort Mellon Park to fill the sinkhole in.

Spatial Extent- localized incidents that affect less than 25% of the total land mass of the county.

Overall Vulnerability

The overall vulnerability to sinkholes in Seminole County is medium. While sinkholes generally affect a small area of land or property, they can happen within any jurisdiction of the county and with no notice. With little to no prevention activities available, it is difficult to reduce the vulnerability of sinkholes. While sinkholes are more common in the western part of the county in Altamonte Springs and Longwood, all jurisdictions are vulnerable.

As Seminole County and its jurisdictions experience continued population growth, increasing land development and water consumption can contribute to sinkhole formation. Underserved communities, which may have fewer resources for property maintenance and mitigation, are disproportionately affected when sinkholes damage homes, disrupt transportation routes, or contaminate

	water supplies. Extensive construction can destabilize underlying limestone formations, increasing the likelihood of sinkhole formation. Land development in high-risk zones elevates potential property damage and infrastructure failures.
	Impacts/ Consequences
Human	Low Impact Sinkholes serve as a low impact to the general public outside of the immediate area. Risk to contaminated drinking water is possible when sinkhole encroaches on aquifer.
Property	Low Impact Any property impact is isolated to home or businesses affected; could be costly to repair to the individual.
Economic	Low Impact A localized sinkhole or land subsidence event would have a very limited impact on services.
Environment	Sinkholes can affect the environment by threatening water supplies by draining water from streams, lakes, and wetlands directly into the aquifer; this could affect wildlife habitats. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from sinkholes/land subsidence and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Due to the isolated nature of sinkholes program operations should not be affected.
Responders	Due to the isolated nature of sinkholes responders should not be affected.
COOP	Due to the isolated nature of sinkholes the COOP should not be affected.
Property/ Facilities/ Infrastructure	Isolated sinkholes could impact critical facilities, transportation infrastructure, and private property. Sinkholes/ land subsidence events can affect the

	infrastructure by draining unfiltered water from streams, lakes and protected wetlands into the aquifer. These impacts can be felt in any of the jurisdictions of Seminole County, but are most common in the western unincorporated areas, and the cities of Longwood and Altamonte Springs.
Public Confidence in the Jurisdiction's Governance	Residents affected by sinkholes may look to first responders and insurance companies for assistance. OEM may respond to reported sinkholes/land subsidence events to perform a site survey and take photos for documentation.

Risk Reduction

Mitigation	Mitigation projects for sinkholes include: • Promote insurance to include sinkhole coverage • Public Education / outreach • Subsidence-proof construction design
Plans	Sinkhole Land Subsidence Response Operations Annex to CEMP

Hazard: Structural Integrity/ Collapse (Fires, Aging Infrastructure)

Probability of Occurrence	1-5 Years
Risk	38%
Relative Risk	Medium
Description	Structural integrity concerns related to fires and aging infrastructure represent a significant hazard for Seminole County. This hazard encompasses the risks posed by the natural aging process of buildings and infrastructure, compounded by the increased susceptibility to fires. As buildings and infrastructure age, they often suffer from material degradation and outdated construction practices, which can lead to reduced structural strength and stability. This deterioration can be further exacerbated by environmental factors, such as the hot and humid climate of Florida, which can accelerate wear and tear. In many communities throughout the County, a considerable portion of the building stock may be decades old, having been constructed during periods of rapid development with materials and standards that may no longer be considered safe by today's codes. This aging

	infrastructure not only poses a risk under normal conditions but becomes particularly hazardous in the event of a fire. Fires in aging buildings can spread more quickly and cause more extensive damage due to the presence of combustible materials and the lack of modern fire suppression systems. This hazard is critical for Seminole County due to its unique geographic and demographic factors. The county's growth over the past several decades has resulted in a mix of older structures in established neighborhoods and new developments. The older neighborhoods often consist of buildings that have not been retrofitted to meet current building codes, making them more vulnerable to structural failure during a fire. Furthermore, Florida's climate presents additional challenges. The high humidity and frequent exposure to tropical storms and hurricanes can accelerate the deterioration of building materials, leading to weakened structures.
Extent	Varied in relation to size of structure.
Location	Compromised structures caused by aged infrastructure or fires can occur anywhere in the County.
Significant Occurrences	(2021) June, Champlain Towers South, a 12-story beachfront condominium in the Miami suburb of Surfside, partially collapsed, causing the deaths of 98 people. Four people were rescued from the rubble, but one died of injuries shortly after arriving at the hospital. Eleven others were injured. Approximately thirty-five were rescued the same day from the un-collapsed portion of the building, which was demolished ten days later.
Overall Vulnerability	The overall vulnerability to structural integrity/collapses is medium. Structural integrity and collapse, particularly due to fire damage, represent a frequent hazard with potential effects on infrastructure and human life. Fires can weaken structural components, leading to partial or total collapse of buildings. The impact of large-scale or multi-unit fires may include the potential loss of life, serious injuries, or displacement of residents and businesses. The frequency in which they occur will trend downwards as more effective building codes are implemented, and structures are retrofitted/rebuilt following a collapse. Structural collapses

	will also have a low spatial impact as, for the most part, these incidents primarily affect individuals or small groups of people. The presence of insurance can mitigate a large portion of financial burden on affected individual(s). Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as aging infrastructure and older buildings are less resilient to high winds. Additionally, the infrastructure is more likely to have outdated fire suppression systems and are more susceptible to electrical issues. The risk of structural integrity failure or collapse is more closely related to construction standards, maintenance practices, and engineering safety measures than to the amount or type of land development. Well-planned development that adheres to building codes can actually reduce the risk of structural issues.
	Impacts/ Consequences
Human	Low Impact Despite this hazard occurring every 1-5 years, death and injury associated with a majority of these incidents remain relatively low.
Property	Medium Impact Older structures are most vulnerable and can potentially lead to high financial burden for individuals, but this hazard is much less present in newer structures with more up-to-date building regulations.
Economic	Low Impact Incident occurrences minimally impact the economy. Older structures are most vulnerable and can potentially lead to high financial burden for individuals.
Environment	The environment would not be affected by this hazard.
Program Operations	There would be minimal impact to program operations due to structural collapses unless the collapses occur at an operational structure.
Responders	Although there is an objective presence of risk associated with structural collapse response, there are policies and procedures aimed at mitigating the risk.

COOP	There would be minimal impact to COOP due to structural collapse
Property/ Facilities/ Infrastructure	Structural collapses could impact critical facilities, transportation infrastructure, and private property. However, critical facilities and important infrastructure are generally built to be more resilient than private property structures.
Public Confidence in the Jurisdiction's Governance	Residents affected by sinkholes may look to first responders and insurance companies for assistance. OEM may respond to reported sinkholes/land subsidence events to perform a site survey and take photos for documentation.

Risk Reduction

Mitigation

Mitigation projects for structural collapses/integrity include:

- Building Code Enforcement and Updates
- Public Education / outreach
- Fire Prevention Measures
- Retrofitting and Upgrading
- Regular Inspections and Maintenance
- Community Involvement
- Specialized Response Teams

Plans

COOP- Alternate Facility Activations

Hazard: Tornadoes

Probability of Occurrence	6-10 Years
Risk	32%
Relative Risk	Medium
Description	A tornado is a mobile vortex of violently rotating winds, extending downward from the cloud base and advancing in front of a storm front; they are made visible by vaporized moisture and debris. Florida is the state that experiences the most number of tornadoes per square mile. Florida had an average of 55 tornadoes per year since 1961, with an average of four fatalities per year. Florida tornadoes are generally short in duration and have a narrower path. Because of the unpredictable pattern of storms and tornadoes and the relatively high reoccurrence frequency, all of the state, including Seminole County is vulnerable to damage. As the

	number of structures and people increase, the potential damage and injury rates increase. Mobile and modular homes, poorly constructed and substandard housing apartment complexes, and low rent housing projects are extremely susceptible to damage and destruction.
Extent	The Enhanced Fujita (EF) Scale categorizes tornadoes based on estimated wind speeds and the damage they cause. The six EF ratings and their corresponding wind speeds are the following: EF0 (65-85 mph), EF1 (86-110 mph), EF2 (111-135 mph), EF3 (136-165 mph), EF4 (166-200 mph), EF5 (over 200 mph).
Location	Tornadoes may affect any area of Seminole County.
Significant Occurrences	(1966): April 4 – Central Florida experienced its largest tornado on record. An EF4 tornado hit Seminole County killing 11 and injuring 530 people. (1998): February 22 – EF 3 tornado struck Seminole County and caused $31 million dollars in damages. This is the deadliest in recorded history through the State of Florida. (2006): November 7 – Election Day tornado damaged over 30 homes and destroyed two. This tornado was in the Aloma/State Road 417 area just outside the Oviedo city limits. (2009): February 2 – Ground Hog Day Tornado. While most of the damage from this event was in Lake and Volusia counties, the tornadoes sparked the discussion of tornado sirens. The City of Oviedo elected to purchase these outdoor warning devices. Seminole County elected to provide an electronic text, voice, e-mail notification system which would be called “Alert Seminole”. (2009): May 19 – Casselberry Tornado. An EF0 tornado touched down briefly (0.8 mile track) and removed the roofs from a single family home and mobile home. Portions of the roofs and other debris were carried downstream, with large metal pieces deposited in trees. Another 8 homes sustained minor damage. (2019): January 24 – EF0 tornado hit Sanford peaking at 85 MPH winds, property damage estimated $1.38 M

Since 1966, Seminole County has been affected by a total of 28 tornado events that have caused significant damage across the county. Due to the impact to physical property, the possibility of death or injury, and the likelihood of interruption of economic services to the community, a tornado event is rated high on a threat level when compared to other hazards.

(2024): October 8-9 – At least 46 confirmed tornadoes touched down in Florida ahead of Hurricane Milton, during a prolific tornado outbreak that occurred between October 8–9, focused on the Florida Heartland, the Treasure Coast and the Space Coast. This became the largest single day of tornadoes in state history.

Spatial Extent - Tornadoes are usually very isolated and would impact less than 25% of the geographically area of the county

Overall Vulnerability

The overall vulnerability of tornadoes is high, especially with the increased rate of growth within Seminole County and its jurisdictions. Increased populations causes new development and a larger impact area for tornadoes to cause damage. More densely populated areas such as Altamonte Springs and Sanford are more vulnerable than loosely populated areas such as the eastern part of unincorporated Seminole County. Buildings not built to withstand high winds are vulnerable to even the weakest of tornadoes. The Local Mitigation and Resiliency Strategy identifies opportunities for critical infrastructure and other buildings to be retrofitted to reduce their vulnerability to tornadoes.

Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions.

Expanding urban and suburban development increases the number of structures and people at risk from tornadoes. Weak building construction, particularly in mobile home communities, amplifies vulnerability to high winds.

Impacts/ Consequences

Human	Moderate Impact Extent of impact can highly vary as tornadoes can touchdown within the county, but completely miss any structures or people. Direct impact with a tornado can potentially lead to high impact.
Property	Moderate Impact Extent of impact can highly vary as tornadoes can touchdown within the county, but completely miss any structures or people. Direct impact with a tornado can potentially lead to high impact.
Economic	Moderate Impact A tornado can have a large economic impact to the community. Tornado events are typically very costly to recover from and can impact the ability for the community to reopen businesses.
Environment	Mainly isolated in nature but can harm or kill various plant and animals and debris and hazardous materials could be released into the environment. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from tornadoes and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Agencies may be forced to relocate if tornado is threatening the area. Operations could be stalled by transportation and communication barriers.
Responders	Immediate response can be stalled because of dangerous weather conditions; proper personal protective equipment may be needed as well.
COOP	Possible impact to COOP. Agencies may be forced to relocate to continue essential operations as a result of the impact from tornadoes.
Property/ Facilities/ Infrastructure	Tornadoes can cause massive failures in electrical, communications, and other critical infrastructures.
Public Confidence in the Jurisdiction's Governance	Timely warning provided by local forecasters and emergency management will be critical along with response and recovery efforts taken by county agencies.

Risk Reduction

Mitigation

Mitigation projects for tornadoes include:

- Construction hardening ordinances / rules
- Emergency / reverse calling systems
- Emergency tornado shelter
- Public education / outreach
- Sky Warn certification
- Wind retrofitting critical infrastructures

Plans

Emergency Alert and Warning Systems Operations Annex to the CEMP

Hazard: Transportation Disruption (Aircraft, Rail, Mass Casualty Incident)

Probability of Occurrence

1-5 Years

Risk

43%

Relative Risk

Medium

Description

Seminole County has three (3) small air strips on the east side of Seminole County in Geneva, Lake Harney area, and Chuluota capable of landing a small aircraft (i.e. Cessna). In addition, many small planes use lakes as landing and take-off locations, including Prairie Lake (Altamonte Springs), Lake Jessup (Winter Springs), and various other large bodies of water. The largest airport in Seminole County is an international airport inside the City of Sanford.

The Orlando Sanford International Airport (SFB) is situated on approximately 2,000 acres in the boundaries of the City of Sanford in the northwestern section of Seminole County. The Sanford Airport Authority is responsible for the operation, maintenance, and development of the SFB airstrips. In the year 2017, the SFB statistics included 307,064 landings and takeoffs; 196 imports and 136 exports of cargo; and 2,922,446 passenger arrivals and departures.

Rail systems are another major transportation method within Seminole County. The addition of the Central Florida Rail Corridor (CFRC) Transit System provides new vulnerabilities for major transportation of persons through the community. SunRail began operations in 2014 with

	stations in DeBary, Sanford, Lake Mary, Longwood, Altamonte Springs, Maitland, Winter Park, Florida Hospital, LYNX Central Station, Church Street, Orlando Health/Amtrak and Sand Lake Road. The SunRail became fully operational in 2016 and there are now seventeen train stations along the 61 mile CRFC Corridor. The Amtrak Auto Train takes passengers and their vehicles nonstop from Sanford, Florida to the Washington, DC area. In addition to SunRail and the Amtrak Auto Train, Amtrak provides major transportation of customers through the center portions of Seminole County.
Location	No particular geographic area in Seminole County.
Significant Occurrences	(2003): April 5 - Students and chaperones from Maryland High School in Baltimore, MD were thrown from their seats as buses slammed into one another on Interstate 4 in the City of Sanford. Of the 118 people on the three buses -- 94 students, 21 chaperones and 3 drivers -- half were injured. They suffered an assortment of cuts and bruises. (2017) April 8 - A Piper PA-12 aircraft crashed shortly after takeoff, along the grassy north side of Runway 9R at Sanford International Airport. The pilot died, but there were no other fatalities. (2017) December 8 - A Connection900 BE-9L aircraft carrying three passengers crashed into the southeast side of the lake, near Lake Harney Woods Boulevard and Morgan Alderman Rd. All three passengers and the pilot died. (2022) April 6 - A SunRail train carrying six passengers collided with a dump truck at S. Country Club Rd. and W. Lake Mary Blvd. There were no injuries and no fuel leakage. (2022) December 19 - A SunRail train collided with a pickup truck along Old Lake Mary Road. No injuries on the train, but the truck driver was killed. (2023) September 12 - SunRail train hit and killed a person between the Lake Mary and Sanford stations. Spatial Extent - accidents are very isolated in nature and would affect less than 25% of the geographical area of the county
Overall Vulnerability	The overall vulnerability of transportation accidents is medium within Seminole County and its jurisdictions.

	Humans are very vulnerable to transportation accidents especially in high traffic areas or incidents of large entities such as trains or airplanes where hundreds of lives are affected. While transportation incidents do not typically affect many physical buildings, infrastructure such as roadways and train tracks can be greatly affected or shut down completely. Jurisdictions with major highways such as I-4 and SR417; including Altamonte Springs, Lake Mary, unincorporated Seminole County, Oviedo, Winter Springs, and Sanford are more vulnerable to transportation accidents. Jurisdictions with active rail systems including Altamonte Springs, Longwood, Lake Mary, Sanford, and unincorporated Seminole County are vulnerable to rail accidents. The City of Sanford is most vulnerable to an aircraft accident because of the location of the Orlando Sanford International Airport. As more transportation infrastructure is built, i.e. express ways, additional lanes, and truck stops, the risk of this hazard increases. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions. New development leads to increased traffic, greater reliance on transportation networks, and expansion of critical infrastructure. Congested roads, inadequate evacuation routes, and aging bridges heighten susceptibility to disruptions from accidents, natural disasters, or other emergencies.
	Impacts/ Consequences
Human	Moderate Impact Depending on type of accident, major injuries and mass casualties are possible, especially with aircraft and trains.
Property	Low Impact Depending on nature and scale of accident, isolated property damage could occur.
Economic	Moderate Impact Isolated accidents do not pose major threats to the economy, though depending on the type and scale of the

	accident and areas impacted, the cost to repair and recover could be expensive.
Environment	This hazard would predominately be isolated from the environment unless in the extreme case a fire is started in a vulnerable wildfire area.
Program Operations	Program operations can remain stable regardless of the impact of this hazard.
Responders	Responders would require appropriate personal protective equipment; personnel may need support if a mass casualty incident occurs.
COOP	Impacts to COOP would likely be minimal because the isolated nature of a transportation accident.
Property/ Facilities/ Infrastructure	Isolated property and critical facilities and transportation infrastructure could be shut down or impacted depending on nature, scale, and location of event.
Public Confidence in the Jurisdiction's Governance	Public confidence is related to the overall response to a major traffic accident on the part of the County's responders.

Risk Reduction

Mitigation

Mitigation projects for transportations accidents include:

- Emergency alerting systems / signage
- Installation of train track safety signage
- Promote insurance to residents
- Public education / outreach
- Use of autonomous vehicles in State of Florida

Plans

Comprehensive Emergency Management Plan

Hazard: Tropical Cyclones (Hurricanes and Tropical Storms)

Probability of Occurrence	1-5 Years
Risk	71%
Relative Risk	High
Description	A tropical cyclone is a rapidly rotating storm system characterized by a low-pressure center, strong winds, and a spiral arrangement of thunderstorms that produce heavy rain. Depending on their size, sustained wind speeds, and

	location they can be referred to as: Tropical Storms: A tropical storm is a tropical cyclone with an organized system of strong thunderstorms, defined surface circulation, and maximum sustained winds of 39-73 miles per hour. Storms with wind speeds below 39 mph are considered tropical depressions. Hurricanes: A hurricane is a tropical cyclone with sustained wind of forces equal to or exceeding or 74 mph, most often occurring in the Western Atlantic and usually accompanied by rain, thunder, and lightning. Hurricanes are categorized using Saffir-Simpson scale, which measures sustained wind speeds over a 1-minute average and at 33ft above the surface. The categories are: Category 1: Sustained wind speeds of 74-95 mph Category 2: Sustained wind speeds of 96-110 mph Category 3: Sustained wind speeds of 111-129 mph Category 4: Sustained wind speeds of 130-156 mph Category 5: Sustained wind speeds of 157 mph or higher Note: Categories three and above are considered major hurricanes.
Extent	Ranging from a Tropical Storm to the effects of a Category 5 Hurricane (Saffir-Simpson Scale)
Location	Because of the nature and size of these storms, they could affect any part of Seminole County and would likely impact the whole county.
Significant Occurrences	(2004): Hurricanes Charley, Frances, and Jeanne - Local State of Emergency declared, County offices and schools closed. (2005): Wilma - flooding rains, etc. (2008): Tropical Storm Fay - major flooding from torrential rains. (2016): Hurricane Matthew - tropical storm force winds and heavy rain. (2017): Hurricane Irma - damages recorded include infrastructure damage, debris, hazardous materials, flooded areas and road damage. (2022): Hurricane Ian - Some wind damage and historic

flooding on St. John's and Little Wekiva rivers.

(2022): Hurricane Nicole - Caused St. Johns River to swell, which increased flooding threats in Sanford and Geneva. High winds caused several tornado threats.

(2023): Hurricane Idalia - Some power outages, a couple of downed trees, and a small depression on Maitland Ave.

(2024) Hurricane Milton- Localized flooding and utility outages.

Spatial Extent - Tropical cyclones can have far reaching effects and would impact the entire county.

Overall Vulnerability

The overall vulnerability of tropical cyclones is high within all jurisdictions of Seminole County. The possibility of harm to humans, high property damage, and potential infrastructure losses all combine to make tropical cyclones one of the highest threat hazards. Seminole County is vulnerable to tropical cyclones to a similar level in all jurisdictions because of the spatial extent of a hurricane or tropical storm. The Local Mitigation and Resiliency Strategy works to protect critical infrastructure in order to reduce the vulnerability of the community.

Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions.

Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as individuals within these communities have less access to immediate resources such as transportation, safe housing, and financial reserves.

Land development increases vulnerability to tropical cyclones by expanding impervious surfaces, which worsens flooding from heavy rainfall. As infrastructure and population grow, more buildings, utilities, and transportation networks are exposed to high winds, tornadoes, and prolonged power outages. Inadequate stormwater management and insufficient building standards can further amplify the impacts of tropical

cyclones on the community.

	Impacts/ Consequences
Human	High Impact Depending on the strength of the storm, evacuations of low-lying areas and mobile/ manufactured homes may be called – in most recent storms, mandatory evacuations have been ordered for these areas. Food and water issues may arise if residents are unprepared and injuries and fatalities possible, most likely due to flooding. Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of Tropical Cyclones.
Property	High Impact Depending on strength of the storm, structural damage to residential, commercial, industrial, and governmental buildings could be major. In Hurricane Irma, Seminole County and its jurisdictions received damage to roads, bridges, parks facilities, and water control facilities such as culverts.
Economic	High Impact Depending on strength of the storm, low to high impacts could be felt within the path of the storm on all business sectors. Regional impacts could be greater with a catastrophic storm.
Environment	Depending on strength of the storm, trees and shrubbery could sustain major damage. Transportation of foreign debris and flooding can disrupt ecosystem services. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from tropical cyclones and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	If damage to government offices occurs, relocation may be

	needed.
Responders	Difficulty responding during event due to dangerous weather conditions; staff may experience fatigue and stress during hazardous conditions, and status of responders' family may affect the responders' ability to perform his/her duties.
COOP	The COOP may be disrupted depending on strength of storm.
Property/ Facilities/ Infrastructure	Depending on strength of the storm, structural damage to residential, commercial, industrial, and governmental buildings could be major.
Public Confidence in the Jurisdiction's Governance	The public's confidence is related to how well services are kept online, proper warning information, and ability to respond to various hazards associated with tropical cyclones.

Risk Reduction

Mitigation

Mitigation projects for tropical cyclones include:

- Clear waterways of obstructions
- Demolition of Severe Repetitive Loss properties
- Electrical system – landscape clearing
- Elevation of structures above Base Flood Elevation
- Elimination of flooding of commercial buildings by structure modifications
- Enhancements of storm water systems (grey infrastructure)
- Floodplain and stream restoration
- Floodplain Ordinances
- Low impact development
- Public Education / Outreach
- Reconstruction and raising elevation of streets
- Redundant power systems to critical infrastructures
- SkyWarn certification
- Water retention, green space preservation, green infrastructure
- Wind and screen protection at shelters & critical infrastructures.

Plans	Comprehensive Emergency Management Plan Emergency Alert and Warning Systems Operations Annex

Hazard: Violent Acts (Non-Terrorism)

Probability of Occurrence	1-5 Years
Risk	43%
Relative Risk	Medium
Description	Acts of violence in America are a legitimate hazard to communities and municipalities across America. Since the 1990s shootings in public schools, recreational parks, movie theatres, and college campuses have increased in both frequency of incidents and number of fatalities. Violent act hazards are not concentrated to a particular region or locale. Shootings, stabbings and other violent acts can take place anywhere in the country and are highly unpredictable. Perpetrators of violent acts do not have an agenda, do not have a target group in mind and do not have a purpose or mission to be accomplished. Unlike terrorist groups, perpetrators of violent acts are not organized and are very difficult to spot because perpetrators are largely ignored or go unnoticed. Violent acts negatively impact neighborhoods and communities because shootings and fatalities occur to members of younger population demographics (ages 5 to 30).
Location	All of Seminole County
Significant Occurrences	(2022) January 19 - Student shot in Seminole High School. He received a fractured wrist, nerve damage, and psychological trauma. No fatalities. (2023) January 16 - Shooting at Rinehart Road, CR-46A near Sanford. One fatality and five injuries. Spatial Extent - Event would be highly isolated in nature and would impact less than 25% of the geographic area of the county.
Overall Vulnerability	The overall vulnerability of people, systems, and buildings within Seminole County and its jurisdictions is medium. Even with specialized equipment, teams and training for

	these type of events, soft targets and mass gatherings continue to be vulnerable targets for violent acts. First responders work to reduce the vulnerability of large events by implementing security checkpoints, vehicle barricades and other safety measures. However, violent acts can occur anywhere and with no notice. Buildings, infrastructure, and systems within Seminole County are not very vulnerable to violent acts. Although a violent act can happen anywhere, the cities of Altamonte Springs and Sanford may be more vulnerable to attacks due to their large number of outside public events. Land use development does not directly influence the risk of violent acts. The likelihood of violent incidents is more related to social, economic, and psychological factors within a community, rather than the physical development or urbanization of the area.
	Impacts/ Consequences
Human	High Impact Violent acts can cause mass injuries/casualties depending on nature and scale of act. Mental and emotional stress can also be heightened.
Property	Low Impact Non-terrorist violent acts typically do not target or impact property specifically, and if so, damage would likely be minimal.
Economic	Low impact Any violent act would have minimal effects on local economy
Environment	There is low probability that the environment would be impacted from a violent act unless it is an intentional fire.
Program Operations	Unless an act directly impacts government personnel or buildings, the impacts would be minimal.

Responders	Would require necessary personal protective equipment depending on nature and scale of situation. Status of responders' family may affect the responders' ability to perform his/her duties.
COOP	The COOP would largely be unaffected by a non-terrorist violent act, depending on the act.
Property/ Facilities/ Infrastructure	Impacts would be isolated to facilities directly related to a violent act and some transportation infrastructure could be disrupted during response to a security threat.
Public Confidence in the Jurisdiction's Governance	Public's confidence would be dependent upon the ability of the County to thwart threat, respond to situation, and protect victims.

Risk Reduction

Mitigation

Mitigation projects for violent acts include:

- Active Shooter Drills
- Active Shooter Training
- Assessment and assistance programs
- Bollards, metal detection equipment, paid security, security checkpoints, and video surveillance, at critical infrastructures
- Intelligence gathering equipment / systems
- Public education / outreach
- School Resource officers/deputies at all public schools
- Stop the Bleed Training

Plans

Active Shooter Response Plan Operations Annex to the CEMP

Family Reunification Center Plan

Hazard: Wildfires

Probability of Occurrence	1-5 Years
Risk	43%
Relative Risk	Medium
Description	A wildfire is an uncontrolled fire that begins in areas of combustible vegetation, usually the countryside or a wilderness area. Seminole County is susceptible to wildfires throughout the

	year, particularly during the months with minimal rainfall amounts. The major cause of brush fires and forest fires is due to residents not conforming to burning regulations in effect and not considering the conditions as they exist (dry or windy conditions). The Spring is the highest period for lightning-caused fires fueled by strong spring winds and lack of rainfall during the same period. In recent years, homes and businesses have been threatened by encroaching wildfires. The Seminole County Community Wildfire Protection Plan, an annex to the Local Mitigation and Resiliency Strategy, provides more in-depth detail to the wildfire mitigation measures in Seminole County.
Extent	41,636 high risk acres
Location	Unincorporated areas in the eastern part of the county, including the City of Oviedo, and western geographic areas of Seminole County, including the cities of Longwood and Altamonte Springs and unincorporated areas of Seminole County, are at highest risk for wildfires. However, wildfires could happen in any jurisdictions of the county.
Significant Occurrences	(1998): Summer – 2,000 acres burned in Geneva, 12 residences destroyed, no fatalities or injuries, about $1.1 million in losses. (2013): February – wildfire in Wekiva State Preserve consumed 50 acres near Markham Woods, closing of nearby roadways. (2017): March – Geneva Brush Fire surrounding 338 single family homes and 14 mobile homes, shelter opened. (2017): April – Level 3 activation for brush fire at Live Oak Reserve, 150 mandatory evacuees, shelter opened. No significant occurrences between 2018-2024. Spatial Extent - Impact less than 25% of the area within Seminole County, though the effects of smoke could cover a slightly larger area.
Overall Vulnerability	Overall vulnerability to wildfires is medium. Wildfires can happen quickly and cause widespread damage. With several areas indicated as urban wildland interfaces, rural northwestern and eastern parts of unincorporated Seminole County are more vulnerable to wildfires. Due to the steady annual increase in population within

	Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions. Furthermore, as the population continues to increase, as does the need for residential structures. As a result, more residential structures are being built in the wildland urban interface subsequently furthering the risk of this hazard. Expanding residential and commercial development into wildland-urban interface (WUI) areas increases the risk of wildfire ignition and property damage.
	Impacts/ Consequences
Human	Moderate Impact Wildfires have the potential to kill or injure people trapped in burning buildings. For immediate area, smoke that decreases air quality may exacerbate respiratory problems, and those with special needs may require more attention.
Property	Moderate Impact Wildfires can damage or destroy buildings including homes and businesses.
Economic	Low Impact Potential impact on agricultural industry and insurance industry.
Environment	Wildfires can have a detrimental impact to wildlife and vegetation in any jurisdiction where wildfire may occur. For example, 2,000 acres were burned in the 1998 fire in the unincorporated area of Geneva. The Local Mitigation and Resiliency recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from fires/wildfires and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	If affected, operations may be relocated or suspended.
Responders	Increased exposure to smoke inhalation and high risk to health and safety of responders.
COOP	To continue the COOP, operations may be relocated or suspended.

Property/ Facilities/ Infrastructure	This hazard could affect transportation and utilities infrastructure depending on scale and severity. Property may also be affected.
Public Confidence in the Jurisdiction's Governance	The public confidence level may depend upon the ability of the county to contain and respond to the fire threat.

Risk Reduction

Mitigation

Types of wildfire mitigation projects in the county include:

- Burn bans
- Cutting fire lines / protective barriers
- Fire resistant construction in urban/wildland interface
- Fire resistant vegetation and landscaping
- Fire shelter for safety of firefighters
- Hazardous wildfire fuel reduction – removal, trimming, cutting
- Prescribed burns
- Public education (Fire Wise community) – defensible space
- Urban/Wildland Interface Ordinances

Plans

Community Wildfire Protection Plan

Prescribed Burning Standard Operating Guideline

Hazard: Winter Storms/ Freezes

Probability of Occurrence	6-10 Years
Risk	35%
Relative Risk	Medium
Description	A freeze is when the surface air temperature is expected to be 32°F or below over a widespread area for at least 3 or more consecutive days. Use of the term is usually restricted to aversive situations or occasions when wind or other conditions prevent frost. "Killing" may be used during the growing season when the temperature is expected to be low enough for a sufficient duration to kill all but the hardiest herbaceous crops. Extreme cold can immobilize an entire region. Even areas, such as Seminole County, that normally experience mild winters can be hit with an extreme cold winter event.

	Winter storms can result in ice, localized flooding, closed highways, blocked roads, downed power lines, and hypothermia.
Extent	3 - 10 consecutive days of 32°F or lower
Location	Winter Storms/ freezes would impact all of Seminole County.
Significant Occurrences	(1989): December- cold outbreak and hard freeze, temperatures in the 20s, extensive damage to citrus crop, power blackouts, in the entire state of Florida, 26 deaths were the result of hypothermia. (2018): January- NWS declares Hard Freeze in Seminole County causing shelters to be opened for relief from the elements. (2020) Jan. 21-22; Dec. 8-9; Dec. 25-27; weather dropped below 40F. There was a total of 7 days that had weather under 40F. (2021) Feb. 3-4; weather dropped below 40F. There was a total of 2 days that had weather under 40F. (2022) Jan. 23-24; Jan. 29-31; Dec. 23-26; weather dropped below 40F. Spatial Extent- Would likely have county-wide consequences impacting greater than 50% of the geographic area of the county.
Overall Vulnerability	With an overall low vulnerability in all jurisdictions of Seminole County, winter storms and freezes can cause the most harm in homeless populations, with approximately 2,000 homeless residents across Seminole, Orange, and Osceola counties reported in 2018. Due to the mild nature of winter storms in Central Florida, the vulnerability of our infrastructure and buildings is low. Due to the steady annual increase in population within Seminole County the Local Mitigation and Resiliency Strategy recognizes that this hazard has an increased impact to individuals within the county and its jurisdictions.

	Underserved communities within Seminole County and its jurisdictions are more vulnerable to this hazard as homes within these communities are typically older homes with insufficient HVAC capabilities. Land use development does not significantly alter the risk of winter storms or freezes, as these weather events are driven by regional climate patterns. The risk remains consistent regardless of the level of urban development in the area.
	Impacts/ Consequences
Human	Moderate Impact Risk of hypothermia and extreme loss of heat if residents are not prepared for conditions (especially with wind chill factored in). Due to the increased health risks facing the special need population, individuals with special needs are more vulnerable overall to the impacts of Winter Storms/Freezes.
Property	Low Impact Historically, no major problems for properties in Seminole County, but in extreme situations electrical outages and dangerous road conditions are possible. Effects would likely be uniform across jurisdictions within Seminole County.
Economic	Low Impact Possible impact to agriculture, especially plant and animal industries within the county.
Environment	Damage or loss of susceptible plants and animals. The Local Mitigation and Resiliency Strategy recognizes that with a changing climate, there is the potential for an increasing risk of environmental impacts from winter storms/freezes and that future mitigation and adaptation strategies related to this hazard should be considered.
Program Operations	Prolonged severe cold weather periods may strain utility

	companies.
Responders	Extended periods of cold weather increased risk for hypothermia, fatigue, etc.
COOP	Very little to no impact on COOP from a winter storm or freeze except in the case of power outages.
Property/ Facilities/ Infrastructure	Historically, no major problems for properties in Seminole County, but in extreme situations electrical outages and dangerous road conditions are possible. Major disruption could occur with transportation infrastructure or damage to critical facilities.
Public Confidence in the Jurisdiction's Governance	The public's confidence is dependent upon the ability of responders to provide proper warning, respond to utility outages, and protect vulnerable populations and infrastructure.

Risk Reduction

Mitigation	Mitigation projects for winter storms include: • Agriculture business continuity planning education / training • Citrus / agriculture heater units • Personal protective equipment • Public education / outreach • Warming centers
Plans	Extreme Weather Plan Operations Annex to the CEMP

IV. Geographic Information

Seminole County is and inland county situated in the east-central part of Florida. It is bounded on the North by Volusia County, on the East by Brevard and Volusia Counties, on the West by Orange and Lake Counties, and on the South by Orange County.

Seminole County has 308 square miles of land, including small lakes, and 37 square miles of water. A large portion of the water area is in the Northern and Eastern areas of the County and is freshwater lakes, rivers, and marshlands. Our three largest lakes (Harney, Jessup, and Monroe) are all connected and fed by the north-flowing St. Johns River. Lake Jessup, located in the Central part of the County, covers an area of approximately 10,011 surface area acres. There are numerous lakes, ponds, and streams located throughout Seminole County, a large portion of which are in residential areas and subdivisions. The average elevation of the County is 138 feet above mean sea level, according to a cross-section of the geographic formation of Seminole County.

Eastern and northwestern areas of Seminole County are protected by high-density development by an established rural boundary created by a voter referendum in 2004. Key features of the rural boundary include development restrictions, protected lands, maintained infrastructure, and community vision. The rural boundary remains a significant tool in controlling growth and maintaining the balance between urban and rural areas in Seminole County.

Future land use provides sufficient amounts of each land use type to accommodate projected land use trends, with adequate land reserve remaining for market flexibility, contingency, and a long-standing commitment to the preservation of conservation areas. Environmentally sensitive areas are recognized within the Seminole County development and planning codes and are regulated by the Development Services Department. New development in Seminole County must be reviewed and approved by the Development Review Committee and the Board of County Commissioners.

Wetland types occurring in Seminole County have been identified and classified. Seven wetland types were assigned a numerical code. Wetlands have been determined to perform functions valuable to the public interest. These include shoreline protection, storage of stormwater, water purification, groundwater recharge, and habitat for wildlife. The information serves as the basis for the County's Wetlands Management Program. To date, there are over 18,000 acres of the County's 41,000 acres of wetlands in public ownership.

The County's major stormwater conveyance system is comprised of a system of private, once inadequately maintained, agricultural ditches and canals connected to natural streams, which feed into the major lakes and rivers. In an effort to assess Seminole County stormwater, a study was conducted in 1987, and a comprehensive stormwater management program was undertaken. A program strategy has been developed to systematically identify and improve existing conditions. County design standards are anticipated to control the impact of new growth adequately.

Seminole County has an abundance of significant natural resource areas. Most notable are the Wekiva, St. Johns, and Econlockhatchee Rivers, which are of statewide significance. The preservation of both the quantity and quality of these resources is vital to the function of these resources, and to ensure the continued attractiveness of Seminole County. Historically, attention has focused on surface water, wetlands, and flood-prone area protection. The county's flood-prone and wetland ordinances were a critical step in protecting the wetlands. The conservation element addresses the long-range implementation of programs aimed at meeting recent environmental legislation and preserving the County's natural amenities.

There are approximately 1,122 households in Seminole County that live in a Special Flood Hazard Area. These residents have been notified of the impending flooding conditions that could exist and advised to review their insurance policies as a first line of defense against flood risk. The County provides ongoing maintenance and structural improvements to existing drainage systems to ensure the continued proper operation of the stormwater facilities.

V. Demographics

Seminole County had a projected population of 484,271 according to the U.S. Census Bureau 2023 American Community Survey. The population is broken into the following age groups:

AGE	POPULATION	PERCENT
0-19	109,755	22.60
20-39	131,121	27.10
40-59	129,958	26.90
60-84	105,061	21.80
85+	8,376	1.60
TOTAL	**484,271**	**100.0**

This figure includes the unincorporated areas and the seven cities within the County and the population is projected to grow at a rate of 12 people per day. These estimates and projections were made by the Envision Seminole 2045 report, in conjunction with the Seminole County Department of Development Services, Planning and Development Division. It is estimated that the County-wide population will reach 575,000 residents by the year 2045. The estimated population density for the County is 1,567 people per square mile.

The Seminole County Public Schools had an enrollment of over 67,000 students as of the 2024-2025 school year, in nine (9) high schools, twelve (12) middle schools and thirty-seven (37) elementary schools. Seminole State College had a total enrollment of 13,088 students in degree programs as of October 2024 and also offers many continuing education and leisure programs. Seminole County has five (5) hospitals with a total bed capacity of 894; HCA Florida Lake Monroe in Sanford has 221 beds, AdventHealth Hospital in Altamonte Springs has 389 beds, Orlando Health South Seminole Hospital in Longwood is an 82-bed facility, Orlando Health Lake Mary Hospital in Lake Mary is a 124-bed facility, and Oviedo Medical Center in Oviedo is a 78-bed facility.

Altamonte Springs is in the southwest section of the County. It is a commercial center with a resident population of 45,657 in 2020. State Road (SR) 436 divides the city into north and south areas and is heavily populated with restaurants, motels, office buildings, and retail outlets. Although Interstate-4 (I-4) runs in an east-to-west direction through the state, it takes a north-to-south direction through Seminole County and divides the City of Altamonte Springs into east and west areas. The Intersection of I-4 and SR 436 are considered one of the busiest intersections in Central Florida, along with U. S. Highway 17-92.

Casselberry, adjacent and east of Altamonte Springs, is primarily a residential community and had an estimated population of 28,794 residents as of 2020. SR 436 cuts across the southern boundary and is populated mainly by office buildings, restaurants, and retail outlets. U.S. Highway 17-92, running north and south through the city, is a main artery for movement to and from Orange County and Orlando. The intersection of SR 436 and U.S. Highway 17-92 is the second busiest intersection in Seminole County.

Lake Mary, located in the west central section of Seminole County, has become an upscale community of approximately 16,798 residents as of 2020. It has two large industrial plants in the western portion of the city, and its three main traffic arteries are I-4 on the west side, U.S. Highway 17-92 on the east side, and Lake Mary Boulevard, which runs east and west and connects I-4 with U.S. Highway 17-92.

Longwood, adjacent and north of Altamonte Springs, had 15,087 estimated residents as of 2020 and is mainly a residential community. There are a moderate number of industrial parks and office complexes, which are mainly located on SR 434, which runs east and west through the city on its southern boundary, and CR 427, which runs north and south through the central part of the city, divides it into east and west areas.

Oviedo, located in the south-central section of Seminole County, was estimated to have 40,059 residents as of 2019 and is a residential community. SR 434 traverses the city in a north-south direction, with CR 419 in the east-west direction. On the west side of the city, the boundary is Winter Springs, with Seminole County unincorporated areas on the east, north, and south boundaries.

Sanford, the County seat, had an estimated population of 61,051 residents in 2020 and is located in the north-central section of the County on Lake Monroe. As one of Central Florida's oldest incorporated cities, it is well known for its historical homes, reinvigorated downtown, and brick-lined streets.

Winter Springs, adjacent and north of Casselberry, had 38,342 estimated residents as of 2020 and is a residential community. SR 434 traverses through the city in an east-to-west direction. SR 419 runs through the southern section, and SR 417 on the eastern boundary.

The design capacity of inmates in the John E. Polk Correctional Facility is 1,396, and it typically books more than 16,000 inmates per year.

There are 47 hotels and 2 bed and breakfast inns in Seminole County, having a total of over 5,509 rooms with the capability of housing 13,773 plus individuals. These hotels are mainly along I-4, SR 436, and U.S. Highway 17-92. Additionally, there are 1,335 Airbnb properties available for vacation rentals. Due to Seminole County's proximity to major tourist attractions in Central Florida, these facilities, during the tourist season, are occupied by approximately 78%, or 10,743 individuals. A vast majority of these tourists arrive in privately owned vehicles. Many visitors arrive by air at the Orlando International Airport, which is 18 miles to the south, and the Orlando-Sanford International Airport, located in Sanford. Over 2.8 million travelers come through the Orlando Sanford International Airport alone. Another 272,000 visitors arrive annually in Seminole County on the Amtrak auto train. These figures do not reflect those tourists arriving by commercial transport or those who are picked up and reside with relatives or friends during these seasons.

In accordance with the 2024 Annual Report from the Council on Homelessness, there are approximately 440 people experiencing homelessness in Seminole County. In accordance with the USDA National Agriculture Statistics Service, Seminole County had recorded 28 Farm Workers in 2022.

Seminole County has approximately 15 mobile home parks, trailer parks, and mobile home areas, containing approximately 3,500 mobile homes with an estimated population of 10,000-12,000 residents. Numerous individual trailers are scattered throughout the County's north and east areas, off SR 436. These areas are inaccessible after heavy rains due to the lack of paved roads and the marshy composition of the land.

The elderly population is evenly distributed throughout Seminole County, with those living in mobile homes, residing mainly in mobile home parks. Many of the elderly living in mobile homes believe that their homes are as sturdy as conventional housing. This sentiment is expected to create complications when an evacuation order is given for all mobile home residents.

Approximately 22.3% of the County's population is non-English speaking. An estimated 16% of the County's population speaks Spanish.

There are 10 nursing homes in Seminole County, having a total bed capacity of 1,234. 50 Assisted Living Facilities are in the County, with a total capacity of 2,988 beds.

Currently, approximately 2,000 citizens on the Special Needs Registry would require assistance leaving their homes during a disaster. This figure includes those persons with hearing or sight impairment who have registered with the County. The transient, traveling, and coastal evacuating populations are considered for planning purposes.

VI. Economic Profiles

With a business climate that fosters growth and quality development, Seminole County is one of Florida's fastest-growing economic communities. With a relatively small geographic area and large population, the County is becoming increasingly urban in character.

Seminole County has continued its transition from a suburban setting to a more urban environment. Seminole County is the fourth most densely populated county in Florida and has an unemployment rate of 2.8%.

In order to accommodate this continued growth, the County must continue to ensure an adequate balance between commercial and residential land use. Office square footage in Seminole County is approx. 17.1 million sq. ft.

Seminole County continues to concentrate on a superior quality of life, which in turn attracts both people and businesses. Creating a balance between the two is a challenge that requires good forecasting and planning on the part of the County.

There are over 180,600 parcels of taxable property with an estimated market value of over $84 Billion dollars.

Seminole County is registered as one of the highest median household and family incomes in the entire state of Florida. As of 2020, Seminole County had a median household income of $79,490. Seminole County's 2022 per capita income is $59,581. Seminole County's strong income level is largely due to its attractive residential developments and quality of life, the increase in average wages in the services and finance/insurance/real estate sectors, and the availability of land near major residential areas and metropolitan roadways. As income levels rise, the demand for larger, more expensive housing will

increase. These high-income levels are also expected to continue to attract retail and service businesses to the area.

Seminole County

Florida's 13th most populous county

with 2.1% of Florida's population



Population

Census Population	Seminole County	Florida
1980 Census	179,752	9,746,961
1990 Census	287,521	12,938,071
2000 Census	365,199	15,982,824
2010 Census	422,718	18,801,332
2020 Census	470,856	21,538,187
% change 2010-2020	11.4%	14.6%
Age		
% Under 18 years of age	21.3%	19.5%
% Aged 65 and over	16.3%	21.2%
% Median age	39.4	43.0
Gender		
% Male	48.2%	48.6%
% Female	51.8%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	56.1%	51.5%
% Not Hispanic-Black or African American	10.7%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.2%	0.2%
% Not Hispanic-Asian	5.3%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.1%	0.1%
% Not Hispanic-Some Other Race	0.6%	0.6%
% Not Hispanic-Two or More Races	4.4%	3.7%
% Hispanic or Latino (of any race)	22.6%	26.5%

Population Estimates

	Seminole County	Florida
2021 Estimate	477,455	21,898,945
% change 2020-2021	1.4%	1.7%
2022 Estimate	484,054	22,276,132
% change 2020-2022	2.8%	3.4%
2023 Estimate	486,839	22,634,867
% change 2020-2023	3.4%	5.1%
2024 Estimate	493,282	23,014,551
% change 2020-2024	4.8%	6.9%
Based on 2023 Estimate		
2025	497,419	23,292,200
2030	520,151	24,698,545
2035	537,152	25,814,954
2040	549,701	26,682,030
2045	560,148	27,409,376
2050	569,000	28,065,018

Population Characteristics

	Seminole County	Florida
(% of total persons aged 5 and over)		
Speak only English	76.7%	69.9%
Speak a language other than English	23.3%	30.1%
Speak English "very well"	16.0%	18.0%
Place of birth		
Foreign born	15.0%	21.4%
Veteran status		
Civilian population 18 and over	6.9%	7.7%

Migration

Residence 1 Year Ago Persons aged 1 and over	Seminole County	Florida
Same house	86.2%	86.0%
Different house in the U.S.	13.1%	13.0%
Same county in Florida	5.6%	6.9%
Different county in Florida	4.7%	3.1%
Different county in another state	2.8%	3.0%
Abroad	0.7%	1.0%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Seminole County	Florida
2017 GDP	20,979,506	1,014,866,863
Percent of the State	2.1%	
2018 GDP	22,031,328	1,050,433,812
Percent of the State	2.1%	
2019 GDP	23,030,950	1,084,913,903
Percent of the State	2.1%	
2020 GDP	23,181,555	1,089,758,799
Percent of the State	2.2%	
2021 GDP	24,826,247	1,170,526,307
Percent of the State	2.1%	
2022 GDP	25,990,623	1,239,883,625
Percent of the State	2.1%	
2023 GDP	26,998,021	1,292,787,615
Percent of the State	2.1%	

Population by Housing Type

	Seminole County	Florida
Household Population	465,902	21,073,604
Household Population per Occupied Housing Unit	2.55	2.47
Group Quarters Population	4,954	464,583

Housing

Housing Counts	Seminole County	Florida
Housing units, 2020 Census	193,790	9,865,350
Occupied	182,420	8,529,067
Vacant	11,370	1,336,283

Building Permits

Units Permitted	Seminole County	Florida
2000	4,419	155,269
2010	930	38,679
2020	2,532	164,074
2021	3,220	213,494
2022	3,476	211,962
2023	2,154	193,788

Density

Persons per square mile	Seminole County	Florida
2000	1,184.9	296.4
2010	1,367.0	350.6
2020	1,521.9	401.4
2023	1,573.6	421.9
2024	1,594.4	429.0

Households and Family Households

Households	Seminole County	Florida
Total households, 2000 Census	139,573	6,338,075
Family households, 2000 Census	97,249	4,210,760
% with own children under 18	48.7%	42.3%
Total households, 2010 Census	164,706	7,420,802
Family households, 2010 Census	110,426	4,835,475
% with own children under 18	45.2%	40.0%
Average Household Size, 2010 Census	2.55	2.48
Average Family Size, 2010 Census	3.05	3.01
Total households, 2020 Census	182,420	8,529,067
Family households, 2020 Census	122,950	5,571,482
% with own children under 18	41.5%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Seminole County

Employment and Labor Force

Establishments 2023	Seminole County	Florida
All industries	18,103	878,947
Natural Resource & Mining	50	5,771
Construction	1,971	82,738
Manufacturing	545	25,599
Trade, Transportation and Utilities	2,983	151,500
Information	432	19,752
Financial Activities	2,100	95,132
Professional & Business Services	4,769	226,936
Education & Health Services	2,117	100,498
Leisure and Hospitality	1,361	66,309
Other Services	1,219	59,548
Government	78	5,830

Establishments % of All Industries	Seminole County	Florida
All industries	18,103	878,947
Natural Resource & Mining	0.3%	0.7%
Construction	10.9%	9.4%
Manufacturing	3.0%	2.9%
Trade, Transportation and Utilities	16.5%	17.2%
Information	2.4%	2.2%
Financial Activities	11.6%	10.8%
Professional & Business Services	26.3%	25.8%
Education & Health Services	11.7%	11.4%
Leisure and Hospitality	7.5%	7.5%
Other Services	6.7%	6.8%
Government	0.4%	0.7%

Average Annual Employment % of All Industries, 2023	Seminole County	Florida
All industries	212,125	9,678,557
Natural Resource & Mining	0.1%	0.7%
Construction	11.1%	6.5%
Manufacturing	3.6%	4.4%
Trade, Transportation and Utilities	18.6%	20.2%
Information	2.5%	1.6%
Financial Activities	9.1%	6.9%
Professional & Business Services	20.4%	16.7%
Education & Health Services	13.4%	15.1%
Leisure and Hospitality	10.1%	13.4%
Other Services	3.3%	3.0%
Government	7.6%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2023	Seminole County	Florida
All industries	$62,756	$66,446
Natural Resource & Mining	$41,987	$46,398
Construction	$70,624	$66,902
Manufacturing	$65,639	$78,331
Trade, Transportation and Utilities	$57,333	$59,161
Information	$100,943	$112,704
Financial Activities	$82,257	$101,130
Professional & Business Services	$74,848	$83,076
Education & Health Services	$54,519	$63,868
Leisure and Hospitality	$25,955	$35,528
Other Services	$65,112	$49,293
Government	$57,546	$67,715

Labor Force as Percent of Population Aged 18 and Older	Seminole County	Florida
2000	78.0%	63.7%
2010	70.3%	61.8%
2020	63.9%	58.1%
2021	65.7%	59.1%
2022	69.2%	59.8%
2023	71.4%	60.4%

Unemployment Rate	Seminole County	Florida
2000	3.0%	3.7%
2010	10.3%	10.8%
2020	7.6%	8.1%
2021	4.1%	4.7%
2022	2.7%	3.0%
2023	2.8%	2.9%

Income and Financial Health

Personal Income ($000s)	Seminole County	Florida
2000	$11,624,861	$471,588,082
2010	$15,621,717	$730,690,145
% change 2000-2010	34.4%	54.9%
2020	$24,871,194	$1,220,782,745
% change 2010-2020	59.2%	67.1%
2021	$27,221,386	$1,358,786,260
% change 2020-2021	9.4%	11.3%
2022	$28,423,245	$1,436,107,237
% change 2021-2022	4.4%	5.7%
2023	$30,413,983	$1,553,426,399
% change 2022-2023	7.0%	8.2%

Per Capita Personal Income	Seminole County	Florida
2000	$31,643	$29,387
2010	$36,930	$38,778
% change 2000-2010	16.7%	32.0%
2020	$52,754	$56,540
% change 2010-2020	42.8%	45.8%
2021	$57,812	$62,242
% change 2020-2021	9.6%	10.1%
2022	$59,385	$64,557
% change 2021-2022	2.7%	3.7%
2023	$62,804	$68,703
% change 2022-2023	5.8%	6.4%

Earnings by Place of Work ($000s)		
2000	$6,207,739	$308,751,767
2010	$8,849,323	$439,036,383
% change 2000-2010	42.6%	42.2%
2020	$15,525,836	$684,270,758
% change 2010-2020	75.4%	55.9%
2021	$17,285,395	$771,654,020
% change 2020-2021	11.3%	12.8%
2022	$18,542,024	$841,921,275
% change 2021-2022	7.3%	9.1%
2023	$19,932,054	$908,440,362
% change 2022-2023	7.5%	7.9%

Median Income	
Median Household Income	$83,030	$71,711
Median Family Income	$101,999	$86,127

Percent in Poverty, 2023		
All ages in poverty	9.2%	12.4%
Under age 18 in poverty	10.6%	16.0%
Related children age 5-17 in families in poverty	9.9%	15.3%

Workers Aged 16 and Over	Seminole County	Florida
Place of Work in Florida		
Worked outside county of residence	36.9%	17.2%
Travel Time to Work		
Mean travel time to work (minutes)	27.2	28.0

Personal Bankruptcy Filing Rate (per 1,000 population)	Seminole County	Florida
12-Month Period Ending September 30, 2022	1.21	1.14
12-Month Period Ending September 30, 2023	1.23	1.16
State Rank	16	NA

NonBusiness Chapter 7 & Chapter 13

Seminole County

Reported County Government Revenues and Expenditures

Revenue 2021-22	Seminole County	Florida*
Total - All Revenue Account Codes ($000s)	$1,773,191.3	$100,987,094.3
Per Capita $	$3,663.21	$4,753.99
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$351,903.2	$38,773,224.6
Per Capita $	$726.99	$1,825.26
% of Total	19.8%	38.4%
Permits, Fee, and Special Assessments ($000s)	$30,601.5	$4,209,936.0
Per Capita $	$63.22	$198.18
% of Total	1.7%	4.2%
Intergovernmental Revenues ($000s)	$115,441.2	$8,275,034.7
Per Capita $	$238.49	$389.55
% of Total	6.5%	8.2%
Charges for Services ($000s)	$1,174,608.2	$25,774,652.2
Per Capita $	$2,426.61	$1,213.35
% of Total	66.2%	25.5%
Judgments, Fines, and Forfeits ($000s)	$1,382.3	$2,289,306.5
Per Capita $	$2.86	$107.77
% of Total	0.1%	2.3%
Miscellaneous Revenues ($000s)	$16,155.5	$8,397,909.0
Per Capita $	$33.38	$395.33
% of Total	0.9%	8.3%
Other Sources ($000s)	$83,099.4	$13,267,031.3
Per Capita $	$171.67	$624.55
% of Total	4.7%	13.1%

Expenditures 2021-22	Seminole County	Florida*
Total - All Expenditure Account Codes ($000s)	$1,741,657.90	$87,375,419.16
Per Capita $	$3,598.07	$4,113.22
% of Total	100.0%	100.0%
General Government Services** ($000s)	$1,112,555.64	$36,715,485.34
Per Capita $	$2,298.41	$1,728.39
% of Total	63.9%	42.0%
Public Safety ($000s)	$282,896.03	$13,363,472.90
Per Capita $	$584.43	$629.09
% of Total	16.2%	15.3%
Physical Environment ($000s)	$104,942.93	$5,823,076.34
Per Capita $	$216.80	$274.12
% of Total	6.0%	6.7%
Transportation ($000s)	$86,010.14	$6,146,973.86
Per Capita $	$177.69	$289.37
% of Total	4.9%	7.0%
Economic Environment ($000s)	$8,661.16	$2,095,127.71
Per Capita $	$17.89	$98.63
% of Total	0.5%	2.4%
Human Services ($000s)	$20,652.22	$4,845,695.64
Per Capita $	$42.67	$228.11
% of Total	1.2%	5.5%
Culture / Recreation ($000s)	$28,427.33	$2,101,309.57
Per Capita $	$58.73	$98.92
% of Total	1.6%	2.4%
Other Uses and Non-Operating ($000s)	$40,977.14	$12,196,205.02
Per Capita $	$84.65	$574.14
% of Total	2.4%	14.0%
Court-Related Expenditures ($000s)	$56,535.32	$4,088,072.79
Per Capita $	$116.80	$192.45
% of Total	3.2%	4.7%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Seminole County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,551.6	2,158.0
Admissions to prison FY 2023-24	491	27,227
Admissions to prison per 100,000 population FY 2023-24	99.5	118.3

State and Local Taxation

2024	Seminole County	
	County-Wide	Not County-Wide*
County	4.8751	2.0049
School	5.2790	
Municipal		2.4794
Special Districts	0.1793	

*MSTU included in Not County-Wide "County" category

Health Insurance Status

Percent Insured by Age Group	Seminole County	Florida
Under 65 years	88.5%	86.1%
Under 19 years	93.7%	92.7%
18 to 64 years	86.7%	83.8%

Education

Public Education Schools Traditional Setting (2023-24)	Seminole County School District	Florida
Total (state total includes special districts)	70	3,787
Elementary	43	1,877
Middle	12	565
Senior High	11	729
Combination	4	616

Educational attainment Persons aged 25 and older	Seminole County	Florida
% HS graduate or higher	93.9%	89.6%
% bachelor's degree or higher	42.4%	33.2%

State Infrastructure

Transportation	Seminole County	Florida
State Highway		
Centerline Miles	117.9	12,189.9
Lane Miles	558.8	45,742.2
Conservation Land (land acres only)		
State-Owned (includes partially-owned)	30,746	5,889,323
% of Total Conservation Land (CL)	80.8%	54.9%
% of Total Area Land	15.7%	16.6%
% of Florida State-Owned CL	0.5%	

Other County Profiles
Criminal Justice County Profiles
School District Profiles

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 http://edr.state.fl.us

December 2024

VII. Emergency Management Critical Facilities

Seminole County and the municipalities have identified critical facilities requiring for immediate emergency response following a disaster incident. This information is maintained by the Seminole County Office of Emergency Management and is updated annually. Seminole County's Office of Emergency Management is the primary agency responsible for performing the function of coordinating critical infrastructure restoration. During times of emergency, it may be necessary to track the operational capacity of critical infrastructure around the county. The Seminole County Critical Infrastructure List, a supplemental component of the CEMP, includes critical infrastructure divided by sector with contact information to proactively connect with critical infrastructure operators.

There are 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof. Presidential Policy Directive 21 (PPD-21): Critical Infrastructure Security and Resilience advances a national policy to strengthen and maintain secure, functioning, and resilient critical infrastructure. Those sectors include:
Chemical Sector, Commercial Facilities Sector, Communications Sector, Critical Manufacturing Sector, Dams Sector, Defense Industrial Base Sector, Emergency Services Sector, Energy Sector, Financial Services Sector, Food and Agriculture Sector, Government Facilities Sector, Healthcare and Public Health Sector, Information Technology Sector, Nuclear Reactors, Materials, and Waste Sector, Sector-Specific Agencies, Transportation Systems Sector, and Water and Wastewater Systems Sector.

Seminole County's Office of Emergency Management has identified suitable locations throughout the County for use as staging areas. These sites are readily accessible to rail, roadway, and air transportation for personnel, supplies, and equipment assembly prior to deployment to an affected area. These sites' locations included but were not limited to Orlando-Sanford International Airport, Seminole Towne Center, Altamonte Mall, Oviedo Marketplace, and several others.

Landing zones have been identified and coordinated with the Seminole County Sheriff's Office Special Operations and Florida National Guard. The primary zone is located at the Orlando-Sanford International Airport, with additional zones at the Seminole County Five-Points Complex.

VIII. Planning Assumptions

In the event of a major disaster or emergency, many fatalities and injuries may result. Many people will be displaced and incapable of providing food, clothing, and shelter for themselves and their families. Jobs will be lost with reduced prospects for future employment in the area. The economic viability of the affected communities may be jeopardized.

Many private homes, businesses and major industries will be damaged or destroyed. The structural integrity of many public buildings, bridges, roadways, and facilities will be compromised. Water and utility infrastructures will be severely affected. Emergency response personnel will be hampered in the response efforts due to transportation problems, the lack of electrical power, debris, and damaged,

destroyed or inaccessible local structures. Timely deployment of resources from unaffected areas of the County will be needed to ensure an effective and efficient response.

IX. CONCEPT OF OPERATIONS

A. Resource Request / Local Government

Local governments shall use their own resources first in an emergency or disaster situation. Local governments may call for assistance from the County during events that overwhelm or threaten to overwhelm their own response and recovery resources.

B. NIMS/Incident Command System

Seminole County emergency operations shall use the NIMS model layered over the ESF format. All operations in the Seminole County EOC will also be conducted using NIMS.

C. Levels of Operation

Emergencies that can potentially affect the County are divided into three levels based on the severity of the initiating event or its potential to intensify in severity and the anticipated local, county, state, and federal assistance required. Seminole County's operations correspond to each of the three levels of emergencies or disasters. The first level of operation is Level III, which is normal day-to-day operation, while Level I corresponds to an emergency event involving all county, state, and federal resources.

Level III emergencies are frequent, limited in scope, and require local response resources only. First response and public information agencies will be activated to some level. Other ESFs may be placed on standby but not activated at this level.

Level II emergencies are incidents of a magnitude that may require some form of County assistance. The County will activate the EOC on a limited basis Level II, notifying or activating needed ESF primary agencies and placing support agencies on standby, if needed. The County typically notifies the State Warning Point of the Level II activations.

Level I emergencies or disasters are of a magnitude that local governments and affected communities will require the assistance of volunteer organizations and County agencies to respond to and recover from the incident effectively. At Level I, the County may initiate a full EOC activation that may include a declaration of a Local State of Emergency. State Emergency Response Teams (SERT) may be activated. Federal disaster relief assistance will likely be required at this level.

Local governments and communities affected by Level I will require major assistance from both the County and the State Governments.

Military assistance may be provided at this level.

The Seminole County Emergency Operations Center's Primary Location is 150 Eslinger Way, Sanford, FL 32773. Alternate locations of operation are reflected in the Continuity of Operations Plan and are protected under F.S.S. 119.

D. Local State of Emergency and Executive Orders

1. Local State of Emergency

In accordance with Florida Statute 252 and Seminole County Code Chapter 72: Emergency Management, the Chairman of the Board of County Commissioners, or commissioner in line of succession, has the authority to issue a Local State of Emergency. A Local State of Emergency affects the legal boundaries of Seminole County and waives procedures and formalities to include but not limited to taking action to protect health, safety, and welfare; entering into contracts; incurring obligations; employment of staff; rental of equipment; utilization of volunteers; adjusting staff work schedules and tasks; acquisition and distribution of equipment or materials; and expenditure of public funds. A Local State of Emergency must be renewed every seven (7) days in order to remain in effect.

2. Executive Orders

Florida Statute 252 provides the Director of Emergency Management the authority to issue Executive Orders after a Local State of Emergency is declared. An Executive Order is developed under the advisement of the Executive Advisory Group to implement various provisions to protect the health, safety, and welfare of Seminole County; these provisions can include but are not limited to prohibition of alcohol sales, imposing curfews, and regulating prices. An executive order automatically expires seven (7) days after issuance but may be extended by a majority vote of the Seminole County Board of County Commissioners, as necessary, in 7-day increments for a total duration of not more than forty-two (42) days, for all emergencies excluding hurricanes or other weather-related emergencies.

X. After Action / Recovery

As immediate threats to life and property subside and the need for sustained ESF operations diminishes, the debriefing of responsible individuals and the documentation of “lessons learned” will begin. Seminole County Emergency Management personnel will consolidate and review the resulting information, and a written report will be prepared.

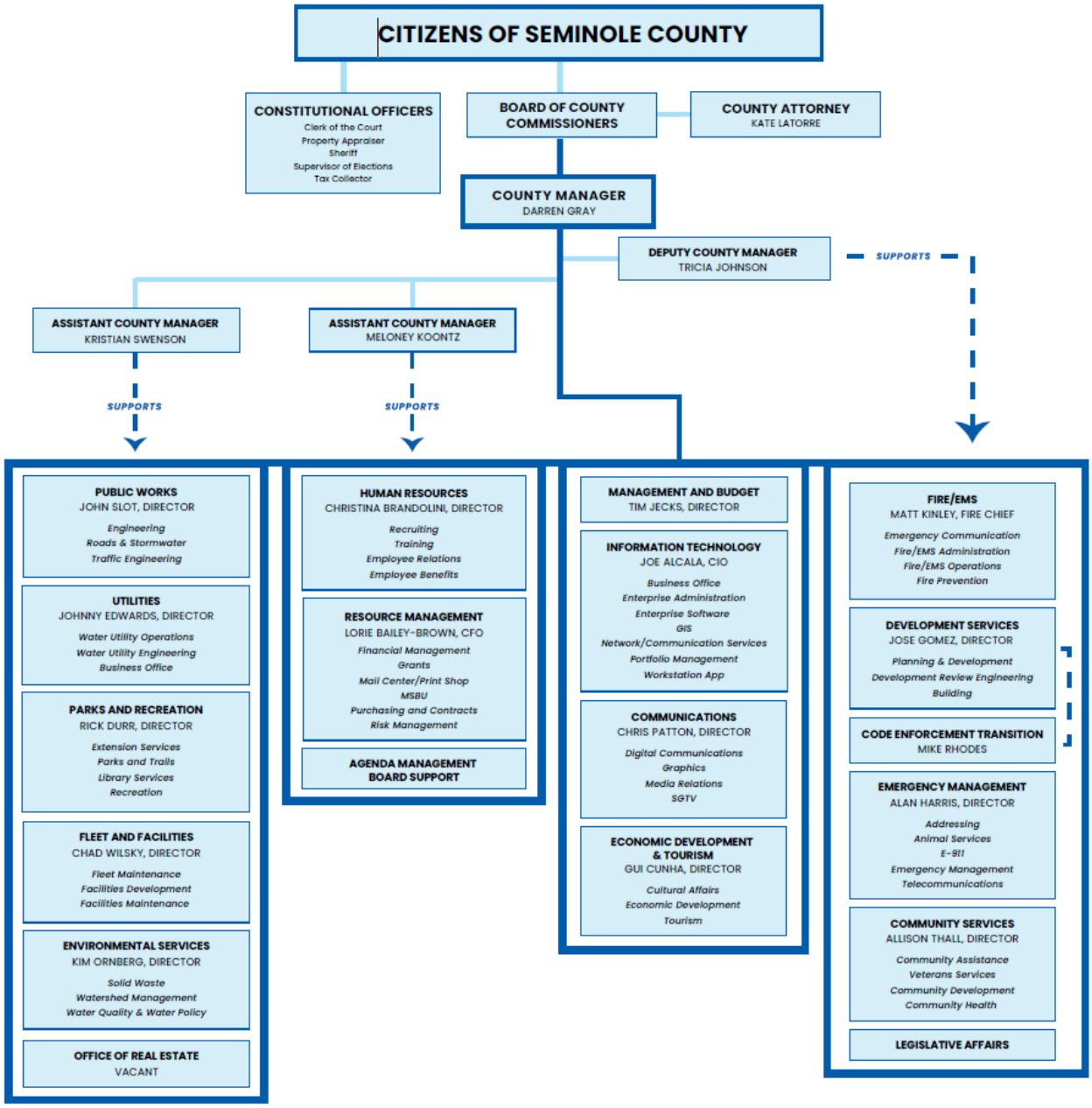
Recovery assistance efforts will continue even after the EOC returns to normal operations. This is the longest phase in emergency management and may take years to complete. A ‘whole community’ approach must be taken-engaging faith based, non-profit, and the County’s Long Term Planning Committee.

XI. Organization

Seminole County Emergency Management is organized along the lines of Charter County Government, with the Board of County Commissioners as the legislative branch. The functions of the legislative group

are the adoption of special ordinances to assist with mitigation and recovery efforts before, during, and after a County-wide declared disaster, including, but not limited to, emergency building permits and possible waiving or decreasing fees during recovery. (Refer to the Organizational Chart below).

NOTE: No Indian reservations are located in the County; therefore, Indian Tribes would not be applicable to this plan.



XII. Direction and Control for Local Government

A local official, typically a law enforcement officer, firefighter, or Emergency Medical Services (EMS) personnel, will become the Incident Commander in an emergency or disaster situation.

Responsibility for the policy of local emergency activities rests with local elected officials. The officials will develop policies that will guide the development of emergency preparedness activities and plans.

In accordance with Seminole County Code 72.4, the Chairman of the Board of County Commissioners shall execute a Local State of Emergency (LSE) when an emergency or threat places the normal activities of residents and guests in the County at risk. If the Seminole County Board of County Commissioners Chairman is unavailable or incapacitated, the Vice-Chairman shall assume the responsibility. If both the Chairman and Vice-Chairman are unavailable or incapacitated, the Commissioner with the longest continuous service shall make the declaration. If multiple Commissioners have served for the same length of time, precedence will be given to the one whose last name comes first alphabetically. Additionally, the entire Board of County Commissioners may vote to enact or rescind the Local State of Emergency and/or Executive Order.

A. Executive Advisory Group

The Executive Advisory Group shall be comprised of the County Chairman, County Manager, County Attorney, Emergency Manager, School Superintendent, Sheriff, Public Works Director, Florida Department of Health Director, Fire Chief, Medical Director, all seven city managers, and subject matter experts, as required.

The Executive Advisory Group will advise the Director of Emergency Management, under County Code 72 and Florida Statute 252, to direct evacuations, open shelters, request County assistance, and activate any mutual aid agreements in force with neighboring cities.

Municipal governments will inform Seminole County when requesting mutual aid from neighboring cities and coordinate with Seminole County when mobilizing and deploying mutual aid resources. Tracking of these resources is to be completed through the County Emergency Operations Center.

XIII. Direction and Control for County Government

Once a Local State of Emergency has been declared, the Director of Emergency Management has the authority to make decisions, execute executive orders, and commit assets, as outlined in County Code 72 and Florida Statute 252.

The Director of Emergency Management receives the mission requests and designates them to the appropriate ESF to coordinate the mobilization of the request.

Overall administration of the EOC is coordinated through the EOC Command and General Staff

Primary agencies for each ESF, in turn, have the authority to subtask missions or mission components to support agencies as needed to carry out an assignment. Primary agencies will coordinate with other ESF primary agencies to carry out assignments requiring the resources of more than one ESF. EOC staff shall track mission assignments.

The County Manager shall be the Chief Executive Officer of the County, and all executive responsibilities and power shall be assigned to and vested in the County Manager. The Director for the Seminole County Office of Emergency Management serves as the Director of Emergency Management. In coordination with the County Manager, the Director of Emergency Management will activate the plan and direct preparedness, response, recovery, and mitigation operations.

XIV. Notification

Seminole County may receive an initial warning of an emergency or pending disaster from various sources, including but not limited to the National Weather Service (NWS), the State Watch Office, local governments, the Department of Homeland Security, the Central Florida Fusion Center, and/or the media.

When County resources are required, Seminole County Office of Emergency Management on-call personnel will notify representatives from the primary agency or agencies for each ESF. The representatives will be responsible for notifying the appropriate personnel within their respective organizations.

The Director of Emergency Management, or designee, will activate the Emergency Operations Center at one of the three levels described in the Levels of Activation.

XV. Response Actions

A Local State of Emergency shall be declared by Executive Order when a promulgating authority finds, pursuant to Section 252.38 (3) (a) 5, Florida Statutes, that a local emergency has occurred or that the threat thereof is imminent. Upon the declaration of a Local State of Emergency, by the Chairman of the Board of County Commissioners, the Director of Emergency Management has the authority to direct and compel the evacuation of all or part of the population from the stricken or threatened area within the County. This action will occur if the Director deems it necessary for the preservation of life or other emergency mitigation, response, or recovery.

The County Manager or the Director of Emergency Management will consult with the Seminole County Superintendent of Schools, the President of Seminole State College, and other persons or agencies determined necessary to affect an orderly closing of schools.

Critical infrastructures will be notified directly and via media, outlining the emergency declaration and the procedures being put into effect. The Emergency Alert System (EAS), and Alert Seminole will also be activated.

Upon issuance of a Local State of Emergency, the Director of Emergency Management will request State assistance or invoke mutual aid assistance in response to the emergency event. The request for State support will be coordinated through the State EOC to the State Director of Emergency Management.

In a catastrophic event that requires emergency workers to be tasked with prolonged work hours, Seminole County will provide shelter for the dependents of those employees. The shelter is located at

the Seminole County Services Building. Any employee wishing information regarding the dependent shelter may receive an information packet from the Seminole County Office of Emergency Management.

The Director of Emergency Management, or designated representative, is responsible for establishing a liaison with the State response and recovery agencies and teams. ESFs will interface with State teams to assist in impact assessment and rescue/recovery operations.

XVI. Recovery Actions

The necessary planning should provide for an immediate response and recovery capability to alleviate human suffering, prevent loss of life, protect property, and return the disaster area to normal, as soon as possible. Operational plans have been developed to accomplish various program goals and objectives to reduce hazards and effectively bring long-range recovery to distressed areas.

Depending upon potential hazards and emergency situations, numbers and types of operational plans may vary, and considerations of geography, population, urbanization, economic development, and the possibility of estimated risk must be included. Post-disaster hazard mitigation planning efforts are required as a condition for receiving Federal loans and grants under a Presidential Disaster Declaration. Planning efforts should include increased, ongoing hazard mitigation programs. Such programs are those that reduce or prevent the increasing potential for an emergency or disaster. Programs that promote present and future preparedness and response capabilities to respond to disaster situations should also be included.

Per federal guidelines, officials of the primary and supporting agencies active in disaster response approve the expenditure of funds if received. Types of funding that can be received include but are not limited to Small Business Administration loans, Local and State Grants, Federal Disaster Declaration funds, and Hazard Mitigation Grants. If Federal Disaster Assistance Programs have been implemented under the Stafford Act, the responsibility of funding delegation falls with the Seminole County Office of Emergency Management. According to Seminole County's Post Disaster Recovery Plan, individuals who require disaster assistance must apply for available funding through designated disaster recovery avenues.

XVII. Responsibilities

Responsibility for undertaking preventive measures, emergency actions and the direction and control of emergency operations rests with the governing body of the jurisdiction affected and support offered by Office of Emergency Management staff. At all levels, full cooperation and unified participation by government and volunteer organizations is required for an effective response capability. All County departments, constitutional officers, municipalities, and volunteer agencies are responsible for the following general items:

- Developing the necessary Standard Operating Procedures (SOPs) and checklists for effective, efficient organization and performance of functions required to respond to and recover from an emergency or disaster event.

- Provide staff in support of emergency response.

- Designating and training essential personnel for specific assignments in the conduct of emergency operations. Provide instruction to other personnel regarding the staffing policy during a disaster.

- Protecting and securing facilities, property, and equipment under their control. Maintaining accurate records of emergency-related expenditures, such as personnel, supplies, and equipment costs.

- Preserving records to provide normal government operations following an emergency or disaster. Essential records must be protected and include vital statistics, deeds, corporation papers, operational plans, resource data, authorities, personnel and payroll records, succession lists, supplies and equipment lists, charters, and financial records. The Seminole County Clerk of the Circuit Court is responsible for ensuring the preservation of all County records deemed essential for the continuation of County government. The County Manager or Director of Emergency Management is responsible for conducting post-disaster operations.

- Providing staff, supplies, and equipment, as required and available, in support of emergency response and recovery activities.

- Expediting required activities for return to normal conditions, as soon as possible.

- ESF primary and support agencies will prepare all necessary revisions to their portion of this plan. Distribution of changes incorporated into the plan is the responsibility of the Seminole County Office of Emergency Management.

- Local emergencies and minor disasters will be handled initially under ICS until such time that the Incident Commander determines the situation exceeds the capabilities of responding agencies. The Incident Commander will then contact the Communications Center and request the incident to be upgraded, with appropriate activation of this plan.

- The Director of Emergency Management will assess the situation and recommend initiating a partial or full activation of the EOC and ESFs. The County Manager will be notified if activations will be required.

Major and/or catastrophic disasters require the activation of the EOC and full ESF capabilities. These incidents are normally multi-jurisdictional in nature, require multi-agency response, or require State or inter-county assistance.
The centralized direction and control of response and recovery efforts necessitates the activation of the EOC and this plan.

Hazard	Incident/Unified Command Agencies
Agriculture (Pests and Disease)	Florida Department of Health in Seminole County
Civil Disorder	County and Municipal Law Enforcement
Critical Infrastructure Disruption (Communication, Power, Water/Wastewater	All Agencies
Cyber Security/ Cyber Attack	Seminole County Information Technology Seminole County Office of Emergency Management
Disease and Pandemic Outbreak	Florida Department of Health in Seminole County
Domestic Security/Terrorism (CBRNE)	County and Municipal Law Enforcement
Drought and Water Shortage	Florida Department of Health in Seminole County Seminole County Office of Emergency Management
Earthquakes	Seminole County Office of Emergency Management
Extreme Heat	Seminole County Office of Emergency Management
Financial Collapse	All Agencies
Harmful Alge Bloom	Florida Department of Health in Seminole County Seminole County Environmental Services
Hazardous Materials/Radiological (Fixed Site and Transportation)	County and Municipal Fire Departments
Mass Gatherings/Planned Events	County and Municipal Law Enforcement County and Municipal Fire Departments
Mass Migration/Repatriation	County and Municipal Law Enforcement Seminole County Office of Emergency Management
Severe Weather (Hail, Lightning, Micro-bursts, Thunderstorms)	Seminole County Office of Emergency Management County and Municipal Law Enforcement County and Municipal Fire Departments
Sinkholes/Land Subsidence	Seminole County Office of Emergency Management County and Municipal Fire Departments County and Municipal Public Works
Structural Integrity/Collapse (Fires, Aging Infrastructure)	Seminole County Office of Emergency Management County and Municipal Fire Departments County and Municipal Public Works
Tornadoes	Seminole County Office of Emergency Management
Transportation Disruption (Aircraft, Rail, Mass Casualty Incident)	Seminole County Office of Emergency Management County and Municipal Law Enforcement County and Municipal Fire Departments Respective Transportation Authority
Tropical Cyclones (Hurricanes, Tropical Storms)	Seminole County Office of Emergency Management
Violent Acts (Non-Terrorism)	County and Municipal Law Enforcement
Wildfires	County and Municipal Fire Departments
Winter Storms/ Freezes	Seminole County Office of Emergency Management

XVIII. Mitigation

Mitigation is any action taken to permanently reduce or eliminate long-term risk to people and their property from the effects of hazards. Some examples of hazard mitigation include land use planning techniques that limit infrastructure in high-hazard areas and programs for retrofitting existing structures to meet new building codes and standards. Ideally, a community can minimize the effects of future hazards through code enforcement, planning, and responsible development. Every community is exposed to some level of risk from hazards. Hurricanes, tornadoes, floods, hazardous materials, spills, fires, and sinkholes are some of the hazards experienced by Florida communities. Hazards cannot be eliminated, but it is possible to determine what the hazard areas are and where the hazards are most severe, as well as identify local actions that can be taken to reduce the severity of the hazard.

Seminole County is not immune to the effects of these hazards. Since 2004, Seminole County has suffered significant impacts such as prolonged flooding, infrastructural damage, and residential displacement. In coordination with municipal agencies, the Seminole County Office of Emergency Management coordinates the Local Mitigation and Resiliency Strategy (LMRS) Working Group to review projects for mitigation and resiliency funding opportunities. The LMRS Working Group meets regularly to discuss the impacts of various hazards and develop work plans to mitigate future losses. To date, the LMRS Working Group has overseen close to $65 million dollars in investments in mitigation and resiliency projects. These projects range from residential buyouts and reconstruction to publicly owned infrastructure enhancements.

XIX. Recovery

Recovery Operations will commence immediately after initial response operations have been completed. The appropriate departments and organizations identified as members of our local Recovery Support Functions will continue to prevent the loss of further lives and property while proactively making efforts to restore essential public and social services to those affected following a disaster. The departments and organizations involved in the recovery process will provide critical data to determine effective and proactive recovery measures.

The Director of Emergency Management will determine the transition into local recovery operations. The EOC will establish a Liaison Officer to coordinate the appropriate recovery efforts with Local, State, and Federal agencies. Emergency Management will disseminate recovery activities and critical data in situation reports to Local, State, and Federal agency partners. Daily briefings will work to analyze recovery activities to provide efficient and effective recovery post-disaster.

XX. Emergency Operations Center Organization

The Director of Emergency Management, or designated representative, is responsible for maintaining the operational readiness of the EOC at all times and will be supported by the County Manager for resources and staffing.

The EOC is organized using an ICS/ESF Hybrid model. The EOC is managed by a Command and General Staff comprised of the following positions;

- EOC Manager
- Public Information Officer
- Safety Officer
- Liaison Officer
- Operations Section Chief
- Logistics Section Chief
- Planning Section Chief
- Finance/Administration Section Chief

The EOC Manager may add additional positions at any time based on the incident complexity to provide support to the Command and General Staff. Further description of each of the Command and General Staff positions can be found in *Operations Annex D-3 EOC Management Structure.*

Emergency Support Functions are organized into respective branches grouped by functional area.

A. HUMAN SERVICES BRANCH

ESF #6 *Mass Care*

ESF #6 is responsible for coordinating efforts to provide sheltering, feeding, and emergency relief, as well as coordinating the bulk distribution of supplies to disaster victims and disaster welfare information. In some instances, service may also be provided to disaster workers. The primary agency is the Seminole County Parks and Recreation Department. Support agencies are the American Red Cross, the Seminole County Public Schools, Seminole County Animal Services, Seminole County's Office of Emergency Management, the Florida Department of Health in Seminole County, and the Seminole County Sheriff's Office.

ESF #6 will be organized in a manner that assures rapid response to mass care needs of people affected by a disaster. Each agency assigned to this ESF should have thorough and up-to-date disaster plans that have been coordinated through the primary agencies. Primary and support agencies will have and maintain appropriate listings of agency staff to call for performing response activities.

Primary emergency transportation needs will be met by the Seminole County Public Schools Transportation Services, which will provide the use of school buses. During emergency operations, the School Board will maintain communication with the EOC and will move buses from one area to another, as the need arises. Seminole County school buses are wheelchair accessible. These buses will be used to transport the special needs citizens. The School Board will assign priority to Seminole County for the use of buses for emergency transportation.

Staging areas are as follows:

- *Winter Springs Transportation Facility*
- *Midway Transportation Facility*

Drivers will be assigned their routes and designated areas by their supervisors. All drivers will be contacted by their supervisor and instructed where to report, and designated pickup points will be determined. The PIO will inform the media for dissemination to the public. The School Board maintains a list of volunteer drivers during emergencies.

Support emergency transportation needs will be met by Seminole County Public Schools Transportation Services, Lynx, and Mears Motor Coach.

The Florida Department of Transportation (FDOT) has primary responsibility for State emergency transportation assistance. FDOT will activate their agreements for provisions of emergency transportation services by municipal and private carrier companies and will coordinate the use of all State transportation resources during an emergency.

ESF #11 Food & Water

The primary agency for food and water is the Seminole County Parks and Recreation Department. It is the responsibility of the Seminole County Government, aided by ESF #11 agencies, to supply welfare services either in a localized or widespread disaster. In a localized disaster, it is assumed that local resources will be adequate to augment those with the necessary supplies, needs, and services the disaster survivors require. Support will be provided by the American Red Cross, Meals on Wheels, Seminole County Public Schools Dining Services, the Florida Department of Health in Seminole County, and the Salvation Army.

ESF #15 Volunteers and Donations

The primary agency for this ESF will be the Seminole County Community Services Department with support from the Seminole Home-based Emergency Assistance Response Team (HEART), Harvest Time International, and The Sharing Center, who may have a liaison with the EOC during emergency events.

ESF #15 is responsible for the overall coordination of volunteers and donations management. ESF #15 may establish support sites such as Volunteer Reception Centers and Donation Management Centers to provide support to disaster relief operations. In addition to those individuals volunteering their time and services, there is an extensive network faith based and non-profit volunteers and organizations that provide humanitarian relief services to disaster survivors.

ESF #17 Animal Services

ESF #17 is responsible for the coordination of local resources in response to domestic pets, exotics, farm livestock, and wild animal care needs before, during, and after a significant emergency. Seminole County Animal Services is the primary responsibility for coordinating animal protection throughout the county. ESF #17 will provide animal assistance and resources via coordination with other ESFs. Support agencies include the University of Florida Extension Office, Central Florida Zoo, Seminole County Cattleman's Association, American Society for the

Prevention of Cruelty to Animals (ASPCA), State Animal Response Team (SART), and local veterinarian associations.

ESF #18 Business and Education-

ESF#18 is tasked to assist in providing critical information to local businesses and various industries throughout the community during emergency events. The Seminole County Economic Development Department staff has the primary responsibility for ESF 18. ESF 18 will be responsible for the outreach to local business owners prior to and after an event or incident.

Support agencies include the Seminole County Public Schools, Seminole State College, and the University of Central Florida to assist in the coordination of the County's education system during times of emergency.

B. INFRASTRUCTURE BRANCH

ESF #2 Communications

The Seminole County Emergency Telecommunications/E-911 Administration provides emergency radio communications hardware and logistical support for the County. Seminole County support agencies are the Seminole County Sheriff's Office Communications, Seminole County Fire Communications, Radio Amateur Civil Emergency Services (RACES), Amateur Radio Emergency Services (ARES), and private service providers.

The Emergency Communications Center operates on a 24-hour day, 7 days a week schedule, and is part of the County-wide emergency telephone system. During periods of declared emergencies, it is of primary importance that a communications network be established and maintained between all political subdivisions of Seminole County and the EOC. All seven cities within Seminole County have communications capability with the EOC on a County-wide 800 MHz system. This system will be used to aid county and municipal governments during emergencies. Alternate paths of communication are highlighted in Operations Annex D-1 Emergency Alert Warning System.

ESF #1/3 Public Works

The Seminole County Public Works Department is the primary agency for ESF #1/3. Support agencies include municipal public works departments and private contractors. The Florida Department of Transportation and municipal public works provide critical information, technical support, and equipment necessary to maintain the State and Interstate Road systems.

On a priority basis, debris will first be removed from main roads and arteries to facilitate the movement of emergency transportation units and repair equipment for utilities. The clearing of private land and property is a low priority unless it is a public health or safety issue. Equipment will be strategically placed throughout the County for use after the incident for debris clearing

and removal. Arrangements have been pre-designated for 24-hour staffing by Public Works-Roads Division employees.

ESF #12 Utility Service/Energy

ESF #12 is responsible for the coordination, prioritization, and restoration of public utilities and services, including emergency power and gas. The primary agency is Seminole County Environmental Services, with support from Duke Energy, Florida Power and Light, Florida Public Utilities Company, the telephone and gas companies, municipal water and sewer departments, and private utilities. Following the elimination of any potentially hazardous situation, the highest priorities are those that affect the health, safety, and welfare of the affected community.

Service will be restored by initial clearing of main transmission lines that carry the bulk of the electrical power from generating stations to neighborhood substations; following that, service will then be restored to large numbers of customers who only require completion of minor repairs and then the remaining power lines will be completed.

In a localized disaster, debris removal will be the responsibility of the local government, which has jurisdiction in the disaster area, with mutual aid for additional equipment and/or personnel requested from Seminole County Government and other jurisdictions, if needed. In a County-wide disaster, debris removal will be the responsibility of the Seminole County Environmental Services Department Solid Waste Division. The Director of Environmental Services and the staff will coordinate debris removal operations using county and city equipment and personnel. When debris removal is beyond the capabilities of Seminole County, contracted haulers and monitors may be utilized.

ESF #20 Cyber

The Seminole County Information Technology Department serves as the primary agency for ESF #20 Cyber. ESF #20 is charged with facilitating effective and coordinated state and local government response and recovery activities to cyber incidents. ESF #20 implements policies, organization, actions, and responsibilities for a coordinated, multidisciplinary, broad-based approach to prepare for, respond to, and recover from cyber-related incidents. Support agencies include Seminole County's Office of Emergency Management, Seminole County Sheriff's Office, and municipal Information Technology Departments.

C. RESOURCE SUPPORT BRANCH

ESF #5 Planning

The Seminole County Office of Emergency Management is the primary agency for this function. This ESF is responsible for collecting, processing, and disseminating information to facilitate emergency response efforts and the preparation of Incident Action Plans (IAP) and Situation Reports. ESF #5 is also responsible for the coordination of EOC briefings/meetings and displaying

visuals around the EOC. Damage Assessment also falls under the management of ESF #5 Planning, which includes the initial damage assessment and production of GIS Maps and data for reporting. This report is an important part of their responsibilities, as the number of damages incurred will be the factor in obtaining a Presidential Disaster Declaration for Seminole County.

ESF #7 Resource Support Logistics and Finance

ESF# 7 is responsible for providing logistical management and resource support to all emergency support functions in response and recovery efforts, including:

- Emergency relief supplies
- Facilities
- Equipment
- Fuel
- Office supplies
- Contracting services
- All other resources which may be required

The Seminole County Office of Emergency Management is the primary agency for the overall management of Logistics functions. The Seminole County Administrative Services Department is the primary agency that records all financial purchases for FEMA reimbursement tracking. Support agencies include the Seminole County Office of Management and Budget, Office of Emergency Management, Public Works, Parks and Recreation, Human Resources, and County Management.

ESF #14 Public Information

During a major event, Seminole County Office of Communications representatives will represent the primary agency providing public information. The support agencies are the Seminole County Sheriff's Office, Seminole County Fire Department, County Manager's Office, Municipal Public Information Offices, Florida Department of Transportation, Seminole County Public Schools, Orlando-Sanford International Airport, Seminole County Information Technologies, Florida Department of Health in Seminole County and Seminole County Office of Emergency Management using a Joint Information Center (JIC).

A Joint Information Center is a co-located group of representatives from local, state, federal, and private organizations designated to handle public information needs during an incident or event. The JIC is designed to fit naturally into the Incident Command Structure (ICS) and can be customized to reflect the size of the incident or event. Establishing a JIC under the Incident Command System is the most effective means of meeting public information needs and can make the difference between the public perceiving the incident to be under control or out of control.

The County Management Office will authorize all media releases or public information statements before being released. The local radio and television stations will be provided opportunities for questions during normally scheduled press/media conferences. Information will be disseminated through the Seminole County Citizens Information Line (CIL) for citizens who have specific questions. The CIL will be activated during significant events, with the number being published through the media.

ESF #19 Fuel, Fleet and Facilities

The primary agency for ESF # 19 is the Seminole County Office of Emergency Management. ESF #19 is charged with providing coordination and implementation of emergency procedures, policies, and emergency response measures used by Seminole County, the municipalities, and private utility companies in responding to and recovering from fuel shortages, fleet resource issues, and damaged or destroyed facilities caused by an emergency. Support agencies include Seminole County Fleet Division, Seminole County Facilities Division, Seminole County Sheriff's Office, and Seminole County Fire Department.

D. EMERGENCY SERVICES BRANCH

ESF #4 Firefighting

Seminole County Fire Department is the primary agency for ESF #4. Municipal fire departments, the Florida Division of Forestry, National Guard, Medical Examiner, Seminole County's Office of Emergency Management, and the Seminole County Sheriff's Office are support agencies. The primary and support agencies all use the Incident Command System (ICS) for incident management. ESF #4 provides support through apparatus and mutual aid coordination for all firefighting missions.

In the event of a widespread disaster or emergency where multiple fire departments are required, the Fire Chief of Seminole County Fire Department will be the coordinator of the activities for fire/rescue. The Director of Emergency Management will make requests for State assistance in coordination with ESF #7 Logistics.

ESF #8 Health and Medical

The Florida Department of Health in Seminole County is the primary agency for coordination for public health. Procedures must be undertaken to prevent and control disease spread, stabilize medical services, and assure environmental safety.

It is essential that trained healthcare professionals meet regularly with public and private non-profits and faith-based partners to support the needs of the community, including those with functional and access needs. Information, public announcements, and ongoing training should be provided to meet the community's needs. The Seminole County Environmental Services Department will maintain a constant check through the testing of water supply sources, both

public and private. Support agencies include the American Red Cross, Florida Department of Agriculture & Consumer Services, Florida Department of Environmental Protection, Florida Department of Business and Professional Regulation, medical and equipment suppliers, municipal water and wastewater utilities, municipal EMS providers, municipal water and sewer departments, Seminole County Medical Examiner, local Hospital Systems and healthcare facilities.

ESF #9 Search and Rescue

Seminole County Fire Department is the primary agency for ESF #4. Municipal fire departments, the Florida Division of Forestry, National Guard, Medical Examiner, Seminole County's Office of Emergency Management, and the Seminole County Sheriff's Office are support agencies.

Land search and rescue operations will differ depending on the area. In the rural areas of the County, search operations will be accomplished by flyovers using the Sheriff's helicopter and the Civil Air Patrol aircraft. Rescue operations will be conducted by using four-wheel drive units from the various agencies.

Water search operations will be conducted by boats from the Sheriff's Office, Fire Department, and volunteers. Rescue operations will be conducted by the Fire Department's Dive Team and Water Rescue Team. In the event search and rescue operations exceed the capabilities and resources of Seminole County and its seven cities, mutual aid will be requested from other counties.

In the event of a widespread disaster or emergency where multiple search and rescue assets are required, the Fire Chief of Seminole County Fire Department will be the coordinator of the search and rescue missions. The Director of Emergency Management will make requests for State assistance in coordination with ESF #7 Logistics.

ESF #10 Hazardous Materials

The Seminole County Fire Department Special Hazards and Operations Team (S.H.O.T.) is the lead agency in responding to all hazardous materials incidents. This Team assumes responsibility for the local agency(s) that may be involved in the response and recovery of the incident. All team members are OSHA-certified hazmat technicians. The on-duty shift will accomplish an effective and efficient response to a hazardous materials discharge. Personnel are on duty 24 hours a day, 7 days a week, and are specifically assigned to the S.H.O.T. Team. Support agencies to include Seminole County Office of Emergency Management, Seminole County Environmental Services Department, Florida Environmental Protection Agency, Florida Department of Health in Seminole County, Seminole County Public Works Department, Seminole County Sheriff's Office, and Municipal Public Safety Agencies.

ESF #13 Military Support

ESF #13 will be responsible for the coordination of State and Federal military support to local governments. Primary responsibility for ESF #13 lies with the Civil Air Patrol. Military support will include, but not be limited to, ground support for State Emergency Response Teams (SERT) and processing mission requests for military assistance from emergency support functions. Military assistance will also participate in staffing comfort stations, mass feeding, distribution centers, and transportation.

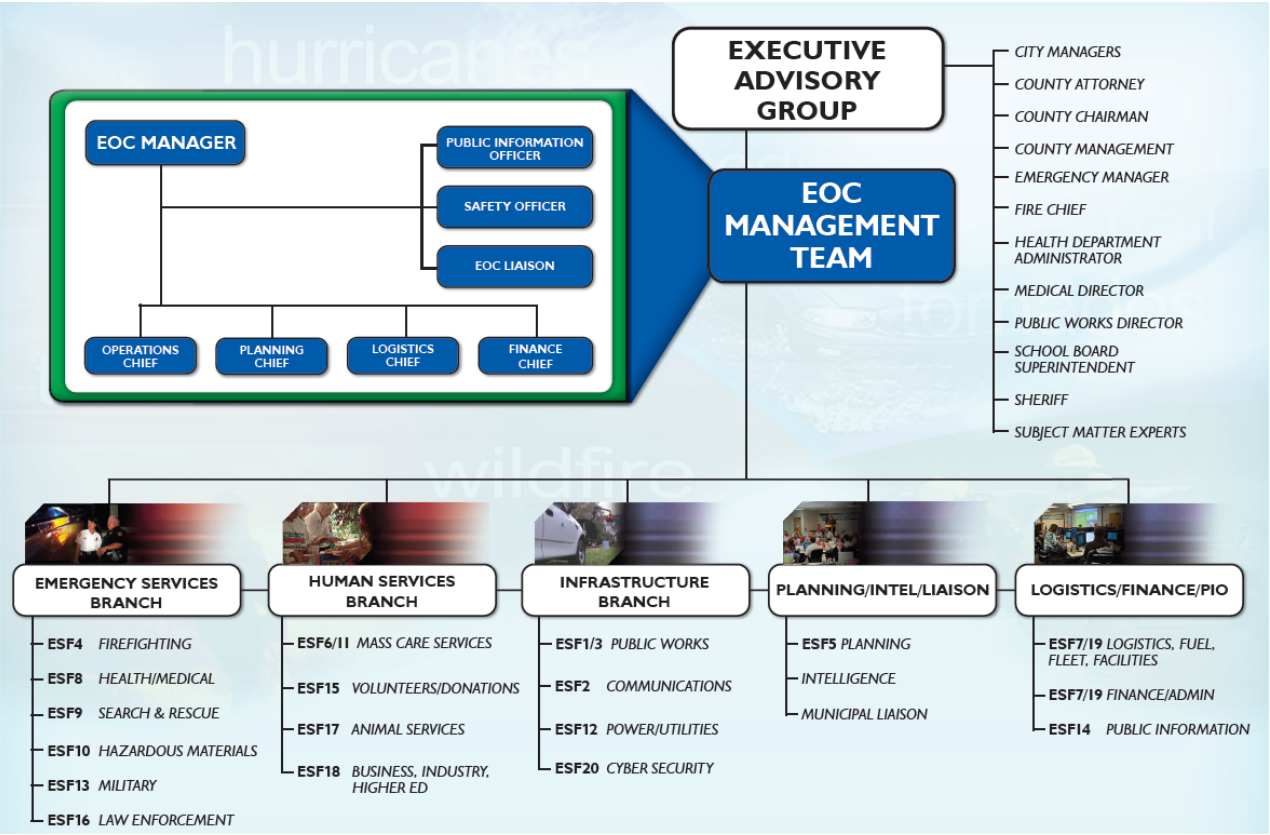
ESF #16 Law Enforcement

The Seminole County Sheriff's Office is the primary agency for ESF #16. The Sheriff, as the senior law enforcement officer in the County, will act as a liaison between local and State law enforcement agencies during disasters and emergencies if assistance is needed and requested. In the event of a localized emergency or disaster, the law enforcement agency having jurisdiction in the affected area will be responsible.

If additional assistance is needed in the form of personnel or resources, this assistance can be requested through any active mutual aid agreements and/or from the Seminole County Sheriff's Office. All requests for additional resources and mutual aid should come through the adopted resource management system overseen by ESF #7 for tracking and accountability purposes.

Protection of the public requires the timely and coordinated efforts of all levels of law enforcement. Impending or existing natural disasters further complicate the task. If additional equipment or personnel are required, it may be beyond the resources of Seminole County. In a local emergency, outside assistance may be required.

The ESF operational system will be utilized in the EOC within the NIMS. During emergency operations, representatives from each ESF and municipality will be present in the EOC and will be in contact with their counterparts during such operations. See EOC/ICS interface structure organization chart on the next page.



XXI. Additional Emergency Operations Coordination Measures

A. Damage Assessment

Immediately after a disaster has occurred, Damage Assessment Teams will conduct a windshield survey, or flyover, of the affected areas involved and place an estimated value on the damage. These reports will be received by the EOC Planning Section, which will determine if the extent of damage meets the requirements for a disaster assistance declaration.

The Florida Division of Emergency Management will make an evaluation of the situation based on County reports and reports of State Damage Assessment Teams. The Governor of the State of Florida may direct State resources into the affected area(s) and/or declare a State of Disaster Emergency to exist in the area. State resources will be made available for local assistance, as requested, by the State of Florida.

B. Long-Term Recovery Committee

Pre-disaster and post-disaster recovery initiatives require the collaboration and network of private non-profit and faith-based organizations to assist the unmet needs of affected residents in the event of a disaster. The relationship between government and private non-profit organizations is critical in filling in gaps that are outside of government assistance guidelines. Local volunteer organizations, social service organizations, interfaith organizations, and locally based global organizations provide a diverse range of services to assist residents in the event of a disaster.

Seminole County's Office of Emergency Management maintains a well-established network, frequent participation, and involvement with the local Long-term Recovery Committee: Seminole HEART. The Seminole Home-Based Emergency Assistance Response Team is a local long-term recovery committee established in 1998, after Seminole County's most devastating tornado outbreak. Seminole HEART coordinates and provides access to resources at the local level and utilizes an organizational structure of local member agencies to access non-local resources to assist residents. Seminole HEART representatives are active participants in the EOC under ESF #15 Volunteers and Donations to coordinate unmet needs services. Non-disaster-related functions include planning, training, and mitigation activities.

C. Disaster Recovery Centers

Disaster Recovery Centers are established in a disaster area to provide information on the complete range of disaster assistance available. The responsibility for managing these Centers is jointly shared by the local government, the Florida Division of Emergency Management, and the Federal Emergency Management Agency.

D. Individual Assistance

In the event damages exceed the applicable thresholds for disaster assistance to residents, the Federal Emergency Management Agency may declare eligibility for residents to receive Individual Assistance (IA). Residents will be required to complete a disaster assistance application to qualify. Once residents apply for assistance, they may be deemed eligible for various financial and personal stabilization programs. Promotion of these activities will be provided by local emergency management and FEMA.

E. Public Assistance

Damage may occur to publicly owned infrastructure and essential services. In the event damage levels qualify, the Federal Emergency Management Agency may declare eligibility for Public Assistance (PA). PA allows for the reimbursement of protective measures, emergency work, debris removal, and other essential functions on a cost-share scale. All PA grants, agreements, and contracts are overseen by the Florida Division of Emergency Management. Applicants and sub-grantees will maintain and submit all documents necessary to obligate and disburse public assistance funds; this includes establishing a system for processing payments to sub-grantees and FEMA and establishing and maintaining accounting records for each payment drawn down by the State and each payment to sub-grantees.

F. Emergency Housing

When a large distribution of available housing stock occurs, temporary living sites will be identified. Seminole County has a robust Disaster Housing Plan as part of the Post Disaster Recovery Plan to work with community partners and public agencies to ensure the availability of adequate housing stock for survivors and displaced residents.

G. Debris Management

Seminole County Public Works and Seminole County Environmental Services, have primary responsibility for the overall coordination of debris removal efforts on unincorporated public property, including the securing of all permits required.

Emergency debris removal efforts will be focused on clearing major transportation arteries to allow the movement of emergency vehicles, supplies, resources, and traffic. Seminole County developed pre-planning measures in coordination with municipal and contracted partners, formulating the Disaster Debris Management Plan.

H. Joint Field Office

The Joint Field Office (JFO) coordinates local, State, and Federal short and long-term response and recovery operations. The Federal and State Coordinating Officers will coordinate in the JFO as well as other local, State, and Federal essential personnel. Recovery and mitigation operations, logistics, information and planning, financial management, and general administration are coordinated at the JFO.

XXII. Emergency Operations Center Activations

A. LEVEL III: Monitoring

Notification may be given to the appropriate local agencies, municipalities, and ESFs who need to act as part of their everyday responsibilities. Upon notification, all participants shall keep up to date on the progress of the emergency and make an initial assessment of readiness in their areas of responsibility.

Recommendations Actions:

- Review emergency procedures and emergency checklist
- Alert ESFs, individuals, and departments on the emergency call-out roster, of emergency condition
- Notify respective personnel of potential conditions
- Test communications equipment (i.e., verify emergency numbers, fax, radios, etc.)
- Training and exercises
- Identify hazard vulnerability

B. LEVEL II: Partial Activation

The EOC will be staffed by first response personnel, specific ESFs, and municipalities. All operating ESFs are notified. The following recommended actions are in addition to those in Level III.

Recommendation Actions:

- Increase EOC staffing with emergency support functions and municipalities
- Suspend some non-essential services (i.e., normal preventative maintenance, visitation, tours, training, and exercises, etc.)

- Notification/warning of potential evacuation to manufactured home residents, flood-prone areas, and persons with special needs.
- Consider requests for State and Federal assistance.
- Secure financial account lines for expenditures.

C. LEVEL I: Full Activation

This is a "Full Activation" of the EOC, with 24-hour per day staffing, including around-the-clock staffing of all ESFs. Notification shall be given to the appropriate local agencies, municipalities, and emergency support functions.

Recommendations Actions:

- EOC is fully staffed by all operating departments ESFs
- All communications systems and networks are operational and staffed
- Continuous monitoring of all circuits for outages and malfunctions
- Open shelters
- Evacuate mobile homes
- Evacuate flood-prone areas
- Evacuate persons with special needs
- Open employee dependent shelter
- Prepare to increase emergency conditions
- Continue/increase public announcements
- Assess the need to terminate alarm response until adverse conditions subside
- Activate special ordinances/declaration of Local State of Emergency
- Review recovery operations
- Prepare to activate recovery operations

XXIII. Preparedness Activities

The Director of Emergency Management or designee will be responsible for the development and maintenance of the CEMP. Updates and revisions of this plan will be made in accordance with the method and schedule identified in Annex H: Integrated Preparedness Plan.

Essential records must be protected and include vital statistics, deeds, corporation papers, operational plans, resource data, authorities, personnel and payroll records, succession lists, supply and equipment list, charters, and financial records. The Clerk of the Circuit Court is responsible for the preservation of all vital records/documents of all County records deemed essential for Seminole County to function during post-disaster operations. Disaster-related documentation and the Office of Emergency Management subscribe to the records retention schedule outlined in the Florida State Statute.

Seminole County Office of Emergency Management maintains a special needs registry in accordance with state statute. Residents who need additional assistance may complete a Special Needs Registration to be triaged for a medically enhanced shelter or well-check by a first response agency. Based on the application information, a decision will be made on whether the individual can be served at a medically

enhanced shelter. Functional Needs Support Services will be provided at one of the County shelters for those individuals who wish to utilize a general shelter rather than a medically enhanced shelter.

A. Public Preparedness and Education

Disaster preparedness messaging has been developed into Seminole County's Preparedness Campaign: *Prepare Seminole!* Preparedness information is distributed to the public via website, Citizens Information Line (3-1-1) and media releases. During emergency activations, the Director of Emergency Management will work, in conjunction with other departments and agencies along with ESF-14 to release information to media and internal staff.

The purpose of the public service announcements is to provide information for to the public on awareness and preparedness prior to, during and following an emergency disaster. The periodic release of authoritative information and instruction to the public will tend to have a calming effect and aid in rumor control and increased organization. The public is made aware of emergency management activities and programs through pre-disaster informational programs. These serve to educate the public on ways to protect life and property, how to prepare themselves prior to a disaster and the availability of assistance and further information.

Seminole County is not considered as an evacuation county. If a recommendation for an evacuation is advised, it will be areas that are flood prone along lakes and rivers and mobile/manufactured homes. Major evacuation routes in Seminole County are SR 436, SR 434, SR 417, U.S. Highway 17-92 and I-4.

Information will be provided to local radio and television stations for disseminate through cable provider Spectrum and normal radio transmissions.

Public information activities are conducted to solicit input from citizens. The Seminole County Office of Emergency Management participates in many public presentations for business owners and citizens. During these presentations, emergency management staff offer participants opportunities to further gain or reinforce their knowledge and, most importantly, offer input to strengthen the resiliency of our community.

FEMA has launched the Integrated Public Emergency Alert Warning System (IPAWS), which makes use of the Emergency Alert System (EAS) and will allow emergency messages to weather radios, cellular phones, and media sources. Seminole County has a TTY (Text Telephone/Typewriter) and a TDD (Telecommunications Device for the Deaf) in the Emergency Communications Center. A Spanish-speaking radio station is included in the EAS system. If time permits, fire and police units could drive into neighborhoods and make announcements over the PA systems of an impending event or evacuation.

The Seminole County Citizen's Information Line is a designated phone number for citizens to call and get information during times of emergency. When a disaster event is imminent, this number is activated on a 24-hour basis. The telephone number is 3-1-1 from a mobile phone or landline

outside of the County PBX system or 407-665-0000 from any landline phone outside of the County. This number will be published to the media during an incident.

Emergency and disaster related information is available to all seasonal and transient populations through the media using EAS.

ESF #14, Public Information, will prepare periodic updates, including multi-lingual messaging, to advise the public of the status of the emergency recovery efforts, to pass along emergency instructions, and to advise the public of services and assistance available. Additionally, Seminole County will be using informational electronic signage.

B. Exercises

All governmental agencies tasked with emergency management response and recovery activities and responsibilities under this plan should participate in exercises. Non-governmental, not-for-profit and other outside agencies will be invited to attend and participate in each exercise. Exercises will be conducted in accordance with guidelines established in the Homeland Security Exercise and Evaluation Program (HSEEP). Exercises will be scheduled, in coordination with the appropriate agencies, on at least an annual basis, unless actual occurrences satisfy exercise requirements. Exercise objectives and the scenarios for the exercise will be developed and prepared by an exercise team, which will have representatives from each major participant

Seminole County will cooperate and utilize outside agencies to meet training goals and needs, i.e., the Federally sponsored Emergency Management Institute, (EMI), the State of Florida Division of Emergency Management (FDEM), the National Domestic Preparedness Consortium, training courses, and other symposiums and conferences.

The County's Integrated Preparedness Plan (IPP) is coordinated by the Seminole County Office of Emergency Management with valued cooperation and contributions from law enforcement, health/medical, fire rescue, non-profit organizations, and private industry. To achieve the County's vision of a safe, secure, and sustainable economy, stakeholders convene the develop the IPP.

Seminole County will continue to investigate the use of programs designed to enhance the capabilities of government in responding to emergency and disaster events.

Training and scheduling of training for emergency management purposes will be coordinated through the Seminole County Office of Emergency Management. It is the intent of this office to continuously review and test portions of the plan through exercises to determine the needs of the group for training. The State FDEM and EMI have identified annual training schedules that are distributed to the agencies. Seminole County will conduct an annual exercise, which will be either tabletop, functional or full-scale, and will also provide annual training on the EOC Management System.

An after-action briefing is held after each exercise which includes a survey form to be completed by the exercise and training course participants. The survey will request input in such areas as effectiveness, improvement and future training needs. This information will be used in the development of future training and exercise activities. All exercise After Action Reports will be prepared in accordance with guidelines set forth by the Homeland Security Exercise and Evaluation Program.

C. Training

The training courses and exercises for the IPP are chosen by the Seminole County's Office of Emergency Management with input from relevant stakeholders. The Team holds the Integrated Preparedness Plan Workshop in which exercises and training are discussed and gaps are analyzed. The Director of Emergency Management is responsible for the execution of the IPP, in coordination with all partnering agency heads. Using gaps and improvement action items from previous events and exercises, the team choose trainings they feel will:

- Challenge participants with increasingly advanced coursework and scenarios
- Incorporate, reinforce, and verify lessons learned
- Identify demonstrated capabilities and areas in need of improvement
- Provide a means of evaluation and corrective action for exercises
- Ensure a method to share lessons learned and best practices from training courses and exercises

D. Coordination

Coordinated, systematic, and comprehensive training and education programs are essential for the development and maintenance of this plan. Organizations and personnel assigned to emergency response and recovery activities must be capable of fulfilling their responsibilities during emergency and disaster events. Furthermore, it is imperative that the public fully understands the overall concept of emergency management and their individual responsibilities before, during, and after an emergency or disastrous event. Exercise drills (full-scale, functional, and tabletop) will be conducted periodically to evaluate the adequacy of the CEMP and the skills of emergency response personnel.

All emergency management staff are trained on NIMS and ICS. The Seminole County Office of Emergency Management offers NIMS and ICS training on an ongoing basis to assure all county employees who have disaster response-related positions are properly trained on the structure of the EOC. All ESFs have also been trained on NIMS and ICS.

All fire departments and law enforcement agencies within the County have training programs and designated training officers. Other city and county agencies will identify emergency training requirements of assigned personnel, conduct or arrange for required training programs, and request assistance from the Seminole County Office of Emergency Management, if necessary.

E. Training Requirements

Each agency within the County is responsible for scheduling and coordinating personnel training for their emergency support function. Preparedness, response, and recovery training includes participation in exercises, completion of resident and online FEMA courses, and attending courses offered by the Florida Division of Emergency Management. Training activities will include a focus on disaster preparedness, conducting emergency drills and exercises, mobilization and demobilization of assets, and coordination activities within and between agencies. Agencies will maintain familiarity with specific operational requirements for response and recovery operations through training and exercise participation.

Emergency response and recovery teams conduct training in areas specific to their emergency operation function. These include but are not limited to search and rescue, water-born operations, post-disaster mitigation efforts, and community restoration activities.

Coordination of agencies and resources utilized during exercises and training is the responsibility of the Seminole County Director of Emergency Management.

F. Mutual Aid and Memorandum of Understanding (MOU's)

The principle of this Plan is that the local government is responsible for disaster response, recovery, and relief.

The Office of Emergency Management will be the primary agency responsible for coordinating the mutual aid function. Lead ESF Agencies may enter into their own mutual aid agreements to support their operations, however, the coordinating function for mutual aid will rest with the Seminole County Office of Emergency Management.

In a localized disaster, each individual municipality will respond to and manage emergencies until their resources are exhausted. When Seminole County has declared a county-wide disaster, the resources of the municipalities have been exhausted, and assistance is requested by the municipalities of Seminole County, the Director of Emergency Management will establish a unified command. Seminole County will serve as the coordination and control point for State and Federal resource requests. Each level of government will request aid from the next highest level of government only when resources at that level are clearly inadequate to deal with the problem or its aftermath. Local municipalities will request assistance from Seminole County through the EOC.

Upon request either by the State or Local government, Seminole County will respond to requests for mutual aid with rescue teams, law enforcement, and other emergency workers and provide such assistance, with or without compensation, in accordance with the Statewide Mutual Aid Agreement.

All municipalities within the County have entered into the Statewide Mutual Aid Agreement. All Memorandums of Understanding and agreements required by the Emergency Support Functions are the responsibility of the primary coordinator of each ESF. Emergency Management will maintain a copy of the MOU or agreement.

XXIV. FINANCIAL MANAGEMENT

Due to the nature of emergency situations, financial operations will often be carried out under short time restraints that cannot be accommodated using routine accounting procedures. Note that this in no way lessens the requirement for sound financial management and accountability.

A Presidential disaster or emergency declaration will open the way for funding the costs of uses of resources initiated at the state and local levels.

The Governor's Proclamation of a State of Emergency can temporarily set aside normal state budgetary restrictions to finance emergency response and recovery activities.

It is the intent of these guidelines to provide guidance for basic financial management to all departments and agencies responding under the provisions of the plan, to ensure that funds are provided expeditiously and that financial operations are conducted in accordance with appropriate policies, regulations and standards.

All records relating to the allocation and disbursement of funds pertaining to activities and elements covered in this plan must be maintained, as applicable, in compliance with Chapter 252, Florida Statutes, relating specifically to emergency management powers and the responsibilities of local government.

A. Expenditure of Funds

Each agency and/or municipality is responsible for establishing effective administrative control of funds and segregation of duties for proper internal controls and ensuring that actions taken and costs incurred are consistent with the missions and procedures identified in this plan.

1. All Seminole County departments will coordinate funds and expenditures through ESF# 7, Resource Support, under the direction of the Chief Financial Officer. Seminole County agencies and personnel will complete all reporting and tasks to meet the deadlines established by the Department of Administrative Services for data submission.

2. The Seminole County Office of Emergency Management has hosted and will continue hosting disaster assistance workshops. All municipalities and local agencies should participate in these workshops.

3. The seven encompassing municipalities in Seminole County have established mutual aid agreements for use during disasters and emergency events. These mutual aid agreements enhance the county's recovery by utilizing available resources, public assistance, and human resources where needed most throughout the county.

4. Extreme care and attention to detail must be taken throughout the emergency response and recovery period to maintain logs, formal records and files, and copies of all expenditures (including personnel time sheets) to provide clear and reasonable accountability and justification for future reimbursement requests.

5. All records relating to the allocation and disbursement of funds pertaining to activities and elements covered in this plan must be maintained, as applicable, in compliance with Chapter 252, Florida Statutes, relating specifically to local government emergency management powers and responsibilities.

6. When the County responds to assist another agency, Seminole County will bill that agency according to established guidelines and attach copies of payroll and invoices. The agency will reimburse the County when they receive payment from the State or FEMA.

7. When another agency is assisting the County, that agency will bill Seminole County and attach proof of invoice, i.e., payroll sheets, invoices, etc. When Seminole County is reimbursed from the State or FEMA, they will then reimburse the mutual aid agency.

8. The County Manager or designee is authorized to execute funding agreements with other legal entities on behalf of the county.

9. Invoicing another mutual aid agency will only be done when the invoice agency is being reimbursed.

10. A Presidential Disaster Declaration will permit funding from the Federal Disaster Relief Fund, under the provisions of the Stafford Act, in addition to the financial resources initiated at the local and state levels. Public Law 93-288 explains two types of grants available:

    a. A Large project grant is approved when the total project cost to repair or replace eligible public damage. The grant must be used to restore public or private non-profit facilities to their pre-disaster condition.

    b. A small project grant is approved when the total project cost repairs or replaces eligible damage less than that of large projects.

11. Other agencies that will assist in relief funding would be the Department of Housing and Urban Development, the U.S. Small Business Administration, the American Red Cross, the Salvation Army, and the Community Development Block Grant Program, CDBG funding provided to the County by the Federal Government.

12. ESF #7, Resource Support, will have the responsibility for financial management. See Response Section and ESF #7, Resource Support responsibilities.

13. Timely financial support of any extensive response activity could be crucial to saving lives and property. While innovative and expeditious means of procurement are called for during times of emergencies, it is still mandatory that good accounting principles and practices be employed in order to safeguard the use of public funds from the potential of fraud, waste and abuse. Extreme care and attention to detail must be taken throughout the emergency response and recovery period to maintain logs, formal records and file copies of all

expenditures (including personnel time sheets), in order to provide clear and reasonable accountability and justification for future reimbursement requests. Reimbursement is not an automatic "given," so as much deliberative prudence as time and circumstances allow, should be used.

XXV. References and Authorities

The authority for local governments to respond to situations and take actions necessary to safeguard the life and property of its citizens is set forth in the following regulations.

A. Seminole County

- Seminole County Resolution Number 93-R-242, September 14, 1993, Emergency Management.
- Seminole County Code Chapter 72
- Seminole County Comprehensive Plan Ordinance No. 91-13, September 11, 1991 as amended.
- Chapter 125, Florida Statutes, County Government.
- Chapter 162, Florida Statutes, County or Municipal Code Enforcement.
- Local Mitigation and Resiliency Strategy
- Community Wildfire Protection Plan
- Floodplain Management Plan
- Post Disaster Recovery Plan
- Disaster Housing Plan
- Debris Management Plan
- FLNG-MSCA, ESF, SOP's, Wetlands Field Guide Appendix 5, Natural Resources Planning Standard Part 16, Land Development Code, Comprehensive Plan Land Use Map as indicated in GIS, Seminole County Web Site.
- Seminole County Sheriff's Office Manual, Public Works Storm Procedures, Environmental Services Disaster Plan, Seminole County Economic & Development Services
- Statewide Mutual Aid Agreement with all municipalities, Memorandum of Understanding with the School Board of Seminole County for Special Needs Shelters.
- Distribution Points for the Strategic National Stockpile (SNS) and MOUs with any agency used as a Point of Distribution Site.

B. State

- Chapter 252 of the Florida Statutes (State Emergency Management Act, as amended).
- Governor's Executive Orders.
- The State of Florida Comprehensive Emergency Management Plan.
- Rules 27P Florida Administrative Code
- State of Florida Statewide Mutual Aid Agreement.

C. Federal

- Public Law 103-337, which re-enacted the Federal Civil Defense Act of 1950 into the Stafford Act.
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act).
- Public Law 106-390
- FEMA Public Assistance Guide (FEMA 322).
- Homeland Security Presidential Directive 5, Management to Domestic Incidents.

D. Executive Orders- State

- Executive Order 80-29 (Disaster Preparedness), dated April 14, 1980.
- Executive Order 87-57 (State Emergency Response Commission), dated April 17, 1987; as updated by Executive Order 98-153 and 98-155.
- Executive Orders 98-153 and 98-155.
- Statewide Mutual Aid Agreement (July 31, 2000 as Amended by Modification #1, October, 1994).

E. Executive Orders-Federal

- Florida and Federal Emergency Management Agency Region IV, 1993.
- Executive Order 11795, dated July 11, 1974, as amended by Executive Order 11910, dated April 13, 1976.
- Executive Order, 11988, Floodplain Management.
- Executive Order, 11990, Protection of Wetlands.
- Executive Order, 12656, Assignment of Emergency Preparedness Responsibilities.
- Presidential Decision Directive – 39, United States Policy on Counter Terrorism.
- Homeland Security Presidential Directive 5 – Management of Domestic Incidents – Adoption and Implementation of NIMS.
- Public Law 93-288, as amended, which provides authority for response assistance under the Federal Response Plan and which empowers the President to direct any Federal agency to use its authority and resources in support of state and local assistance efforts.
- Public Law 81-920, the Federal Civil Defense Act of 1950, as amended, provides a system for joint building of capability at the Federal, state, and local levels to deal with all hazards.
- Public Law 93-234, Flood Disaster Protection Act of 1973, as amended, provides insurance coverage for all types of buildings.
- Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986, which governs hazardous materials planning and right-to-know.
- Public Law 101-615, Hazardous Materials Transportation Uniform Safety Act (HMTUSA), which provides funding to improve capability to respond to hazardous materials incident

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-620

Title:

Approve and authorize the Chairman to execute a Letter of Authorization between Seminole County and Clarke Environmental Mosquito Management, Inc. for as-needed aerial spraying within Seminole County. Countywide **(Kim Ornberg, PE, Environmental Services Director)**

Division:

Environmental Services Watershed Management

Authorized By:

Kim Ornberg, PE, Environmental Services Director

Contact/Phone Number:

Kim Ornberg/407-665-2012

Background:

To be prepared to perform aerial spraying for mosquito control via aircraft, the County is required to submit a Congested Area Plan (CAP) to the Federal Aviation Authority (FAA) each calendar year. As part of this application, the FAA requires a Letter of Authorization from the County, signed by an elected official for the FAA CAP.

Once the Letter of Authorization is executed, Clarke Environmental Mosquito Management, Inc. and Seminole County Mosquito Control Program will finalize the CAP for submittal to the FAA Flight Standards District Office (FSDO) for review and approval.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Aerial Spraying Authorization letter between Seminole County and Clarke Environmental Mosquito Management, Inc. in preparation for aerial spraying, if needed, within Seminole County.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

July 22, 2025

Clarke Environmental Mosquito Management, Inc.
Attn: Frank Clarke, Vice President Key Accounts
3036 Michigan Avenue
Kissimmee, FL 34744

RE: Authorization to Dispense Insecticides (RFP 604988-25/MPG)

Dear Clarke Environmental Mosquito Management, Inc. and Dynamic Aviation, Inc:

I, Jay Zembower, serving as the Chairman for Seminole County Board of County Commissioners, in the State of Florida, hereby authorize Clarke Environmental Mosquito Management, Inc. or their subcontractor Dynamic Aviation Group, Inc. to apply approved and labeled insecticides for mosquito control use over congested areas of Seminole County by low-flying aircrafts for the current calendar year of July 22, 2025 and ending December 31, 2025, as directed by Seminole County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jay Zembower
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: 2025-590

Title:

Approve and authorize the Chairman to execute an Interlocal Agreement with the Seminole County Sheriff's Office that will provide Tactical Emergency Medical Support (TEMS). Countywide **(Matt Kinley, Fire Chief**)

Division:

Fire Department - Fire/EMS Operations

Authorized By:

Matt Kinley

Contact/Phone Number:

Shelly Brubaker/407-665-5179

Background:

Tactical Emergency Medical Services (TEMS) is a specialized EMS function that supports law enforcement during high-risk operations such as SWAT deployments and active shooter incidents. The proposed agreement outlines interagency coordination, allowing select Seminole County Fire Department personnel to embed with or support the Seminole County Sheriff's Office tactical teams. Grounded in national best practices, this collaboration enhances medical readiness and ensures timely advanced life support in environments where standard EMS access is limited, improving safety and outcomes for both responders and the public.

Requested Action:

Staff request the Board approve and authorize the Chairman to execute an Interlocal Agreement with the Seminole County Sheriff's Office that will provide Tactical Emergency Medical Support (TEMS).

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY SHERIFF'S OFFICE AND SEMINOLE COUNTY CONCERNING TACTICAL EMERGENCY MEDICAL SUPPORT (TEMS)

THIS AGREEMENT ("Agreement") is made and entered into by and between DENNIS M. LEMMA, Seminole County Sheriff's Office, hereinafter referred to as "SHERIFF", a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, FL 32773, and SEMINOLE COUNTY, FLORIDA, hereinafter referred to as "COUNTY", whose address is 1101 East 1st Street, Sanford, Florida, 32771, collectively referred to as "Parties," for the purpose of the establishing and deploying Tactical Medics in coordination with the Seminole County Special Weapons and Tactics (SWAT) team.

W I T N E S S E T H:

WHEREAS, Section 163.01(4) and (5), Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the SHERIFF provides a multi-agency SWAT team to provide an immediate, systematic response of trained law enforcement personnel and equipment to tactical situations, emergencies, critical incidents or natural disasters that exceed the capabilities of standard law enforcement units within the jurisdictional boundaries of Seminole County; and

WHEREAS, the COUNTY, coordinates the Seminole County Fire Department, which provides emergency medical services through the rapid response of highly trained personnel,

including paramedics as defined in section 401.23, Florida Statutes, within the jurisdictional boundaries of Seminole County for purpose of the preservation of life; and

WHEREAS, section 790.25(2)(q), Florida Statutes, permits a tactical medical professional who is actively operating in direct support of a tactical operation by a law enforcement agency to carry a firearm in the same manner as a law enforcement officer as defined in section 943.10, Florida Statutes, provided certain criteria are satisfied and the tactical medical professional is not a person otherwise prohibited from possessing a firearm; and

WHEREAS, the Parties recognize the importance of integrating medical personnel into tactical operations to deliver lifesaving procedures as quickly as possible to achieve the tactical team's life-preserving mission.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties agree as follows:

Section 1. Effective Date and Term. 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. The term of this Agreement shall be from the effective date until such time as either party desires to end the Agreement. Either party may terminate this Agreement upon sixty (60) days notice to the other party according to Section 10 below. The Seminole County Fire Chief is authorized to terminate this Agreement on behalf of COUNTY should the Fire Chief deem it necessary.

Section 2. Purpose. The purpose of this Agreement is to establish terms and conditions under which the COUNTY may provide SHERIFF with qualified personnel to be selected, trained, and deployed as tactical medical professionals ("Tactical Medics") for the Seminole

County SWAT team. The term "tactical medical professional" means a paramedic as defined in section 401.23, Florida Statutes, who is appointed to provide direct support to a tactical law enforcement unit by providing medical service at high-risk incidents, including, but not limited to, hostage incidents, narcotics raids, hazardous surveillance, sniper incidents, armed suicidal persons, barricaded suspects, high-risk felony warrant service, fugitives refusing to surrender, and active shooter incidents. The primary role of a tactical medical professional shall at all times remain focused on tactical emergency medical support (TEMS) by providing emergency medical treatment and recommendations on preventative and emergency medical care during tactical operations.

Section 3. Cooperation. It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement. The Parties further agree the Tactical Medics shall adhere to all applicable Seminole County Sheriff's Office policies and procedures applicable to their assignment.

Section 4. Basic Services.

A. COUNTY agrees to:

i. Provide SHERIFF, for selection and appointment as Tactical Medics, qualified candidates employed by COUNTY who meet the criteria set forth in section 790.25(2)(q), Florida Statutes.

ii. Make employees selected and appointed as Tactical Medics available for training and deployments as required by SHERIFF.

iii. Compensate, at the normal rate for salary or other form of compensation as

appropriate, any Seminole County Fire Department employee selected for participation as a Tactical Medic and who has been approved to serve as same by their chain-of-command within the Seminole County Fire Department.

B. The SHERIFF agrees to:

i. Provide annual training to Tactical Medics, including but not limited to annual firearm training, tactical training, and legal training specific to the use of force by Tactical Medics.

ii. Incur all costs for training, equipment, and uniforms.

iii. Within 30 (days) of receipt of an invoice from COUNTY, SHERIFF will remit payment equal to one-half (fifty percent) of the hourly rate of compensation for the hours in which the Tactical Medic(s) is/are involved in annual and mandatory training as specified in B.i.. Remittance must be made to the entity listed on the invoice. Invoiced amounts not to exceed fifty percent of actual personnel costs incurred by the COUNTY for each Tactical Medic. The COUNTY will bear all costs associated with compensation for the deployment of Tactical Medics during any critical incidents.

Section 5. Designated Representative.

A. The COUNTY designates the Seminole County Fire Chief or designee to represent the COUNTY in all matters pertaining to and arising from this Agreement.

B. The SHERIFF designates the Seminole County Sheriff's Office Special Operations Captain to represent the SHERIFF in all matters pertaining to and arising from this

Agreement.

Section 6. Compensation and Payment. As provided above, the COUNTY shall be responsible for paying the salary and overtime of all selected and appointed Tactical Medics. Tactical Medics shall not be considered employees of the SHERIFF, and except as provided in section 790.25, Florida Statutes, or otherwise provided herein, are not entitled to any benefits associated with employment including workers compensation coverage. SHERIFF shall be responsible for all costs associated with Tactical Medic training, equipment, and uniforms. SHERIFF will reimburse COUNTY for one-half (fifty percent) of the hourly rate of compensation for the hours in which the Tactical Medic is involved in annual and mandatory training as specified in B.i.. The COUNTY will bear all costs associated with compensation for the deployment of Tactical Medics during any critical incidents.

Section 7. Liability.

A. The COUNTY shall be solely responsible for purposes of any action taken by the Tactical Medics pursuant to their training and employment as paramedics and the rendering of emergency medical services.

B. The SHERIFF shall name the Tactical Medics as additionally covered members for purposes of a defense in the event of litigation arising solely out of the SHERIFF'S supervision of the Tactical Medics.

C. Injuries sustained by Tactical Medics while performing duties as Tactical Medics shall be reported to the COUNTY'S Worker's Compensation Group.

D. Except as otherwise provided by this Agreement, each party to this Agreement, its

officers, employees or agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees or agents arising from or related to this Agreement.

Section 8. Employee Status. 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 SHERIFF, nor do these persons have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SHERIFF'S officers and employees either by operation of law or by SHERIFF.

Section 9. Dispute Resolution.

A. The SHERIFF'S designee and COUNTY'S designee, shall resolve all disputes that may arise between the parties related to the Agreement.

B. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation within sixty (60) days following the date of the aforementioned notice. The parties agree that in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 10. Notices. 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 accordance with this section:

For SHERIFF:

Chief Mark Conway
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773
Copy to: Chief Counsel Manuel Guarch via email MGuarch@seminolesheriff.org

For COUNTY:

Fire Chief Matt Kinley or successor
Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773
Copy to: Deputy Fire Chief Ben DeCuir or successor

Section 11. Governing Law. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of SHERIFF and COUNTY, and their successors and assigns.

Section 13. Entire Agreement. 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 Agreement presently in effect between the parties to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties, and duly executed on behalf of each party as set forth herein.

Section 14. 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 the 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 15. Public Records Law. SHERIFF and COUNTY acknowledge each other's obligations under Article 1, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, to release public records to members of the public upon request. SHERIFF and COUNTY acknowledge each other is required to comply with Article 1, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement. SHERIFF and COUNTY acknowledge each other is required to comply with Section 30, Chapter 401 of the Florida Statutes in the creation and management of records pertaining to the provision of emergency medical services. Failure to comply with this section shall 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 16. 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 17. 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 18. Termination. This Agreement may be terminated for reasons of enforcement or convenience or other good cause by SHERIFF or COUNTY. Notice of termination must be delivered to the other party as provided for in this Agreement.

[SIGNATURES ON NEXT PAGE]

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

SEMINOLE COUNTY SHERIFF'S OFFICE

By: _____
DENNIS M. LEMMA, Sheriff

Date: 7/9/2025

For use and reliance of the
Seminole County Sheriff's Office only.
Approved as to form and legality.

_____
Manuel Guarch, Chief Counsel

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 its _____
20_____, regular meeting.

File Number: 2025-304

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-032 in the 2014 Infrastructure Sales Tax Fund to transfer $1,079,500 for the purchase of parcels adjacent to Red Bug Lake Park: Tax Parcel ID Numbers 23-21-30-300-0070-0000 and 23-21-30-300-007C-0000, owned by Richard Lavender and Nancy Duniho. District1 - Dallari (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation

Division:

Parks and Recreation - Parks and Recreation

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

On January 14, 2025, the Board of County Commissioners directed the County Manager to proceed with negotiations for the purchase of two parcels of land adjacent to Red Bug Lake Park to support park expansion. On February 25, 2025, the Board of County Commissioners authorized the County Manager to execute contracts for the sale and purchase of land for the acquisition of:

- 3800 Lavender Way, Casselberry, FL 32707 (Parcel ID 23-21-30-300-0070-0000), consisting of approximately 3.90 acres of improved residential property owned by Richard Lavender and Nancy Duniho, with a negotiated purchase price of Seven Hundred Forty-Nine Thousand Dollars ($749,000.00).
- Vacant land identified as Parcel ID 23-21-30-300-007C-0000, consisting of approximately 3.70 acres, owned by the Richard E. Lavender Revocable Trust and Nancy Duniho, with a negotiated purchase price of Two Hundred Fifty-One Thousand Dollars ($251,000.00).

These strategically located parcels provide a unique opportunity to expand recreational

offerings and public access at Red Bug Lake Park.

BAR 25-032 re-allocates funding in Project Business Unit 02504124 in the 2014 Infrastructure Sales Tax Fund for One Million Seventy-Nine Thousand Five Hundred Dollars ($1,079,500.00) for the purchase of the subject properties adjacent to Red Bug Lake Park. This includes estimated closing costs and demolition services to remove trash, debris and existing structures on site after the proposed acquisition. Remediation costs to remove an existing buried home heating fuel tank and other smaller above-ground fuel storage containers have been quoted at $8,624. This amount will be credited to the County by the seller at closing.

Funding for this land acquisition is available due to the completion of the Sanlando Loop Trail and reallocation of the remaining budget. Additionally, the Trail Marking projects for the Cross Seminole Trail, Seminole Wekiva Trail, and Flagler Trail are in progress, and the available budget is expected to be sufficient to complete the original scope of each project.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-032 in the BCC Project Fund to transfer $1,079,500 for the purchase of parcels adjacent to Red Bug Lake Park: Tax Parcel ID Numbers 23-21-30-300-0070-0000 and 23-21-30-300-007C-0000, owned by Richard Lavender and Nancy Duniho.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-032**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation Department

Fund(s): 11560 - 2014 INFRASTRUCTURE SALES TAX

RM Recommendation	
DHERIOT	3/21/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
BAR 25-032 allocates funding for the purchase of the Lavender property, two parcels adjacent to Red Bug Lake Park, including estimated closing costs, and demolition services of existing structures.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11560	02504124	560610	00001	LAND		6109999901	1,079,500.00
Expenditure	11560	02407092	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(72,500.00)
Expenditure	11560	02407095	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(407,000.00)
Expenditure	11560	02407096	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(300,000.00)
Expenditure	11560	02407097	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(300,000.00)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	-
Reserve								
Reserve								
							Reserve Sub-Total	-
							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:_____

Lavender Land Purchase Cost Table

Expense	Description	Amount
Parcel 23-21-30-300-0070-0000	3800 Lavender Way, Casselberry, FL 23707	749,000
Parcel 23-21-30-300-007C-0000	3900 Lavender Way, Casselberry, FL 23707	251,000
Estimated Closing Costs		7,000
Demolition Services	Removal of existing structures, trash, and debris	72,500
		1,079,500

Funding Sources	Explination of availability	Amount
02407092 SANLANDO LOOP TRAIL	Complete, reallocation of remaingin budget	72,500
02407095 CROSS SEMINOLE TRAIL MARKING	Project in progress, remaining funding sufficient for completion of original scope	407,000
02407096 SEMINOLE WEKIVA TRAIL MARKING		300,000
02407097 FLAGLER TRAIL MARKING		300,000
		1,079,500

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-676

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-042 in Community Services grant funds to recognize revenues in the amount of $1,002,843 for new program income and accrued interest which has not yet been appropriated. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Community Services

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Amirah Evanovich/407-665-7163

Background:

Community Services administers State and Federal programs, such as SHIP and HOME, which generate program income through non-interest bearing, deferred loans for housing-related activities. SHIP funds, provided by the Florida Housing Finance Corporation, support rehabilitation and construction efforts. If a loan defaults, funds are repaid to the County and recorded as program income and allocated appropriately to eligible grants.

HOME funds from HUD follow a similar model, providing deferred loans for affordable homeownership. Upon default, funds are returned and re-budgeted. Additional program income may arise from other grants involving property liens.

All program income must be reported to HUD and FHFC, used within specific timeframes, and properly documented to ensure compliance and audit readiness.

To ensure all available resources are reflected for program expenditures, we are allocating the additional revenue received in FY24 that has not yet been appropriated, allowing these funds to be properly applied to their respective grants.

See the attached cost table for more information.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-042 in Community Services grant funds to recognize revenues in the amount of $1,002,843 for new program income and accrued interest which has not yet been appropriated.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-042**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Community Services

Fund(s): Various County Funds

RM Recommendation	
A.Evanovich	5/22/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To apropriate funding, in various county grant funds, in the amount of $1,002,842.51 with program income and accrued interest for designated expenditures within their respective grants.

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					SEE ATTACHED			
Revenue								
Revenue								
Revenue								

Total Sources **1,002,382.72**

Expenditure					SEE ATTACHED			
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								

Expenditure Sub-Total 1,002,382.72

Reserve								
Reserve								

Reserve Sub-Total -

Total Uses **1,002,382.72**

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# 25-042

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11901	06652223	369900		MISCELLANEOUS-OTHER			10,996.38
Revenue	11901	06652324	369900		MISCELLANEOUS-OTHER			65,918.00
Revenue	11902	06662122	369900		MISCELLANEOUS-OTHER			21,428.60
Revenue	11902	06662223	369900		MISCELLANEOUS-OTHER			67,338.00
Revenue	11902	06662324	369900		MISCELLANEOUS-OTHER			12,844.17
Revenue	11904	06689112	331550		EMERGENCY SHELTER GRANT			5,668.34
Revenue	11920	00276971	361100	99999	INTEREST ON INVESTMENTS			1,739.20
Revenue	11920	00276971	369950		NSP RESALES/PROGRAM INCOME			125,383.19
Revenue	11920	00276973	361100	99999	INTEREST ON INVESTMENTS			6,884.33
Revenue	12024	06672324	361100		INTEREST ON INVESTMENTS			415,428.15
Revenue	12024	06672324	369120		SHIP MORTGAGE PRINCIPAL			226,422.13
Revenue	12025	06672425	369120		SHIP MORTGAGE PRINCIPAL			42,322.23
Revenue	12025	06672425	369900		MISCELLANEOUS-OTHER			10.00
Revenue								

Total Sources **1,002,382.72**

Expenditure	11901	06652223	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	10,996.38
Expenditure	11901	06652324	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	65,918.00
Expenditure	11902	06662122	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	21,428.60
Expenditure	11902	06662223	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	67,338.00
Expenditure	11902	06662324	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	12,844.17
Expenditure	11904	06689112	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	5,668.34
Expenditure	11920	00276971	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	127,122.39
Expenditure	11920	00276973	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	6,884.33
Expenditure	12024	06672324	530496		COUNTY LABOR CHARGE		1049999904	32,092.51
Expenditure	12024	06672324	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	609,757.77
Expenditure	12025	06672425	530496		COUNTY LABOR CHARGE		1049999904	2,116.61
Expenditure	12025	06672425	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	40,215.62
Expenditure								
Expenditure								
Expenditure								
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Expenditure								

Expenditure Sub-Total 1,002,382.72

Reserve								
Reserve								
Reserve								
Reserve								
Reserve								

Reserve Sub-Total -

Total Uses **1,002,382.72**

COST TABLE - BAR 25-042
PROGRAM INCOME

	FY24 CURRENT BUDGET	FY24 ACTUALS	FY24 AVAILABLE NO ENCUMBRANCE	FY25 CURRENT BUDGET	FY25 AVAILABLE NO ENCUMBRANCE	PROPOSED BAR 25-042	AMENDED FY25 BUDGET
SOURCES							
11901 COMMUNITY DEVELOPMEN BLK GRANT							
06652223 CDBG GRANT 22-23	(1,200,144)	(676,494)	(523,650)	(523,650)	(99,210)	(10,996)	(534,646)
06652324 CDBG GRANT 23-24	(2,176,335)	(1,005,572)	(1,170,763)	(1,170,763)	(423,105)	(65,918)	(1,236,681)
11901 COMMUNITY DEVELOPMEN BLK GRANT Total	***(3,376,479)***	***(1,682,066)***	***(1,694,413)***	***(1,694,413)***	***(522,315)***	***(76,914)***	***(1,771,327)***
11902 HOME PROGRAM GRANT							
06662122 HOME PROGRAM 21-22	(521,308)	(26,238)	(495,069)	(495,069)	(218,128)	(21,429)	(516,498)
06662223 HOME PROGRAM 22/23	(947,653)	(748,941)	(198,712)	(198,712)	(185,070)	(67,338)	(266,050)
06662324 HOME PROGRAM 23-24	(987,771)	(172,960)	(814,811)	(814,811)	(262,466)	(12,844)	(827,655)
11902 HOME PROGRAM GRANT Total	***(2,456,732)***	***(948,140)***	***(1,508,592)***	***(1,508,592)***	***(665,664)***	***(101,611)***	***(1,610,203)***
11904 EMERGENCY SHELTER GRANTS							
06689112 ESG-RUSH FY24	(125,578)	(35,921)	(89,657)	(89,657)	(26,278)	(5,668)	(95,325)
11904 EMERGENCY SHELTER GRANTS Total	***(125,578)***	***(35,921)***	***(89,657)***	***(89,657)***	***(26,278)***	***(5,668)***	***(95,325)***
11920 NEIGHBOR STABIL PROGRAM GRANT							
00276971 NEIGHBOR STAB PROG GRANT ADMIN	(453,610)	(204,537)	(249,072)	(249,072)	(276,484)	(127,122)	(376,195)
00276973 NEIGHBOR STAB PROG-NSP3 ADMIN	(146,494)	(67,529)	(78,965)	(78,642)	(45,538)	(6,884)	(85,527)
11920 NEIGHBOR STABIL PROGRAM GRANT Total	***(600,104)***	***(272,066)***	***(328,037)***	***(327,715)***	***(322,022)***	***(134,007)***	***(461,722)***
12024 SHIP AFFORDABLE HOUSING 23/24							
06672324 SHIP AFFORDABLE HOUSING 23/24	(5,524,124)	(1,768,897)	(3,755,227)	(4,877,519)	(364,318)	(641,850)	(5,519,369)
12024 SHIP AFFORDABLE HOUSING 23/24 Total	***(5,524,124)***	***(1,768,897)***	***(3,755,227)***	***(4,877,519)***	***(364,318)***	***(641,850)***	***(5,519,369)***
12025 SHIP AFFORDABLE HOUSING 24/25							
06672425 SHIP AFFORDABLE HOUSING 24/25	(3,688,898)	(203,191)	(3,485,707)	(3,677,048)	134,213	(42,332)	(3,719,380)
12025 SHIP AFFORDABLE HOUSING 24/25 Total	***(3,688,898)***	***(203,191)***	***(3,485,707)***	***(3,677,048)***	***134,213***	***(42,332)***	***(3,719,380)***
SOURCES Total	***(15,771,915)***	***(4,910,282)***	***(10,861,633)***	***(12,174,943)***	***(1,766,385)***	***(1,002,383)***	***(13,177,325)***
USES							
11901 COMMUNITY DEVELOPMEN BLK GRANT							
06652223 CDBG GRANT 22-23	1,200,144	676,494	523,650	523,650	99,210	10,996	534,646
06652324 CDBG GRANT 23-24	2,176,335	1,005,572	1,170,763	1,170,763	173,281	65,918	1,236,681
11901 COMMUNITY DEVELOPMEN BLK GRANT Total	***3,376,479***	***1,682,066***	***1,694,413***	***1,694,413***	***272,491***	***76,914***	***1,771,327***
11902 HOME PROGRAM GRANT							
06662122 HOME PROGRAM 21-22	521,308	26,238	495,069	495,069	23,128	21,429	516,498
06662223 HOME PROGRAM 22/23	947,653	748,941	198,712	198,712	119,720	67,338	266,050
06662324 HOME PROGRAM 23-24	987,771	172,960	814,811	814,811	231,259	12,844	827,655
11902 HOME PROGRAM GRANT Total	***2,456,732***	***948,140***	***1,508,592***	***1,508,592***	***374,107***	***101,611***	***1,610,203***
11904 EMERGENCY SHELTER GRANTS							
06689112 ESG-RUSH FY24	125,578	35,921	89,657	89,657	16,280	5,668	95,325
11904 EMERGENCY SHELTER GRANTS Total	***125,578***	***35,921***	***89,657***	***89,657***	***16,280***	***5,668***	***95,325***
11920 NEIGHBOR STABIL PROGRAM GRANT							
00276971 NEIGHBOR STAB PROG GRANT ADMIN	453,610	204,537	249,072	249,072	104,347	127,122	376,195
00276973 NEIGHBOR STAB PROG-NSP3 ADMIN	146,494	67,529	78,965	78,642	18,420	6,884	85,527
11920 NEIGHBOR STABIL PROGRAM GRANT Total	***600,104***	***272,066***	***328,037***	***327,715***	***122,767***	***134,007***	***461,722***
12024 SHIP AFFORDABLE HOUSING 23/24							
06672324 SHIP AFFORDABLE HOUSING 23/24	5,524,124	1,768,897	3,755,227	4,877,519	4,148,305	641,850	5,519,369
12024 SHIP AFFORDABLE HOUSING 23/24 Total	***5,524,124***	***1,768,897***	***3,755,227***	***4,877,519***	***4,148,305***	***641,850***	***5,519,369***
12025 SHIP AFFORDABLE HOUSING 24/25							
06672425 SHIP AFFORDABLE HOUSING 24/25	3,688,898	203,191	3,485,707	3,677,048	3,408,988	42,332	3,719,380
12025 SHIP AFFORDABLE HOUSING 24/25 Total	***3,688,898***	***203,191***	***3,485,707***	***3,677,048***	***3,408,988***	***42,332***	***3,719,380***
USES Total	***15,771,915***	***4,910,282***	***10,861,633***	***12,174,943***	***8,342,939***	***1,002,383***	***13,177,325***

File Number: 2025-656

Title:

Recognize the Seminole County Industrial Development Authority's approval of a resolution reissuing revenue bonds for The Masters Academy of Central Florida. **(Guilherme Cunha, Director, Economic Development & Tourism)**

Office of Economic Development and Tourism - Economic Development

Authorized By:

Guilherme Cunha, Director, Economic Development & Tourism

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The Master's Academy of Central Florida, Inc. (the "Company") is a Florida nonprofit corporation, incorporated on April 10, 1986. It has been determined by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. The Company operates The Master's Academy, a nondenominational, K2-12 community Christian school located in Oviedo, Florida (the "School"). The School, with a current enrollment of 1,170 students, is divided into a "Lower School" for grades K-5 and an "Upper School" for grades 6-12. The Association of Christian Schools International and Cognia accredits the School. The Master's Academy is seeking a reissuance of its 2015 Industrial Development Revenue Notes through the execution of a First Amended and Restated Financing Agreement, in connection with the tender and reoffering of the Series 2015A and 2015B bonds, to refinance prior educational facility improvements and establish updated terms with United Community Bank.

Requested Action:

On behalf of the Authority, staff requests the Board recognize the Seminole County Industrial Development Authority's Resolution approving, for the limited purposes of Section 147(f) of the Internal Revenue Code, the reissuance of its Industrial Development Revenue Notes (The Master's Academy of Central Florida, Inc.), Series 2015A and Series 2015B, in connection with the execution of a First Amended and

Restated Financing Agreement, to refinance the costs of acquiring, constructing, and equipping certain educational facilities, paying related issuance expenses, and establishing updated terms for the reoffering of the Notes to United Community Bank.

SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
RESOLUTION NO. 2025-__

BOND RESOLUTION

RESOLUTION OF THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE "ISSUER") AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED FINANCING AGREEMENT (THE "AMENDED AND RESTATED FINANCING AGREEMENT") IN CONNECTION WITH THE TENDER AND REOFFERING OF (1) NOT TO EXCEED $11,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE NOTE (THE MASTER'S ACADEMY OF CENTRAL FLORIDA, INC.), SERIES 2015A (THE "2015A NOTE"), AND (2) NOT TO EXCEED $8,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF A SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE NOTE (THE MASTER'S ACADEMY OF CENTRAL FLORIDA, INC.), SERIES 2015B (THE "2015B NOTE" AND, TOGETHER WITH THE 2015A NOTE, THE "2015 NOTES"), THE PROCEEDS OF WHICH WERE LOANED TO THE MASTER'S ACADEMY OF CENTRAL FLORIDA, INC., A FLORIDA NOT FOR PROFIT CORPORATION (THE "BORROWER"), FOR THE PURPOSE OF REFINANCING THE COSTS OF ACQUIRING, CONSTRUCTING, AND EQUIPPING CERTAIN OF ITS EDUCATIONAL FACILITIES, AS DESCRIBED HEREIN AND PAYING CERTAIN EXPENSES INCURRED IN CONNECTION WITH THE ISSUANCE OF THE 2015 NOTES AND SETTING FORTH THE TERMS AND CONDITIONS UPON WHICH THE 2015 NOTES ARE TO BE REOFFERED FOR SALE TO UNITED COMMUNITY BANK (THE "PURCHASER") AND PROVIDING FOR OTHER MATTERS CONSISTENT WITH THE REOFFERING, SALE, AND DELIVERY OF THE 2015 NOTES.

WHEREAS, the Seminole County Industrial Development Authority (the "Issuer") is a public body corporate and politic of the State of Florida (the "State") created under and pursuant to Chapter 159, Parts II and III, Florida Statutes (the "Act") and other applicable laws of the State; and

WHEREAS, the Issuer has previously issued: (1) its Industrial Development Revenue Note (The Master's Academy of Central Florida, Inc.), Series 2015A, in an aggregate principal amount not to exceed $11,000,000 (the "2015A Note"), and (2) its Industrial Development Revenue Note (The Master's Academy of Central Florida, Inc.), Series 2015B, in an aggregate principal amount not to exceed $8,000,000 (the "2015B Note" and, together with the 2015A Note, collectively the "2015 Notes"), pursuant to and in accordance with the Act and this Resolution authorizing the 2015 Notes; and

WHEREAS, the 2015 Notes were issued for the benefit of The Master's Academy of Central Florida, Inc. (the "Borrower"), a Florida not-for-profit corporation, that is an exempt

organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the proceeds of which 2015 Notes were used by the Borrower to refinance the acquisition, construction, and equipping certain K-12 educational facilities located in Seminole County, Florida (the "Project"); and

WHEREAS, the Issuer has been informed by officers and agents of the Borrower that the 2015 Notes are subject to a tender for purchase by the initial purchaser of the 2015 Notes and that the Borrower has requested that the Issuer reoffer and sell the 2015 Notes pursuant to a private placement to United Community Bank (the "Purchaser"), who has offered to purchase the 2015 Notes for the remainder of their respective terms in accordance with a Term Sheet entered into between the Borrower and the Purchaser, and Nelson Mullins Riley & Scarborough LLP ("Bond Counsel") has been engaged to act as bond counsel with respect to such reoffer and sale of the 2015 Notes.

WHEREAS, the Borrower has represented to the Issuer that the Project provides services needed by residents of Seminole County, that approximately 220 persons are employed at the Project with 158 on a full time basis and that student enrollment is currently 1,170 Preschool - 12th grade students; and

WHEREAS, pursuant to the provisions of the Act, the Issuer is authorized and empowered to issue its revenue obligations for the purpose of providing funds to pay all or any part of the cost of any "project", including any "educational facility" (as such terms are defined in the Act), and for the purpose of refunding or reoffering any bonds then outstanding which shall have been issued under the provisions of the Act; and

WHEREAS, after careful study and investigation of the nature of the proposed Project at a meeting open to the public, held in accordance with all open meetings laws, and taking into account determinations of Bond Counsel related to the reoffering and sale of the 2015 Notes, the Issuer has determined that in assisting with the reoffering of the 2015 Notes and the refinancing of the Project, it will be acting in furtherance of the public purposes of Chapter 159, Parts 11 and III, Florida Statutes, as amended; and

WHEREAS, the 2015 Notes will be tendered and reoffered for sale to the Purchaser under and pursuant to, and are to be secured by, a First Amended and Restated Financing Agreement (the "Amended and Restated Financing Agreement") among the Issuer, the Borrower, and the Purchaser; and

WHEREAS, pursuant to the Amended and Restated Financing Agreement, the Purchaser shall purchase the 2015 Notes at par for the remaining term of the 2015 Notes and the Borrower will covenant and agree to make payments sufficient to provide for the continued payment of the principal of, interest on, and other amounts payable on the 2015 Notes, as and when the same become due and payable; and

WHEREAS, the 2015 Notes and interest thereon, and premium thereon, if any, shall not constitute a general or moral obligation of the Issuer nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit of, Seminole County, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever, and neither the faith and credit nor the taxing power of Seminole County, the State, or any other political subdivision

thereof is pledged to the payment of the principal of, premium, if any, or interest on 2015 Notes or other costs incident thereto; and

WHEREAS, the Borrower has requested that the 2015 Notes remain outstanding pursuant to the Amended and Restated Financing Agreement, under which the Issuer will assign, among other things, its rights to the income and revenues received under the Amended and Restated Financing Agreement as security for the 2015 Notes; and

WHEREAS, a copy of the form of the Amended and Restated Financing Agreement, with a copy of the outstanding 2015 Notes has been filed with the Issuer; and

WHEREAS, it appears that the Amended and Restated Financing Agreement is in appropriate form and is the appropriate instrument to be executed and delivered by the Issuer for the purpose intended;

NOW, THEREFORE, BE IT RESOLVED by the Seminole County Industrial Development Authority, as follows:

Section 1. The Issuer has previously determined and confirms, based on representations of the Borrower, that: (a) the Project is a "project" and an "educational facility" as defined in the Act; (b) the Project is appropriate to the needs and circumstances of, and makes a significant contribution to the economic growth of Seminole County; provides or preserves gainful employment; and serves a public purpose by advancing the economic prosperity and the general welfare of the State and its people; (c) the Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Amended and Restated Financing Agreement, including its obligations to make payments in the amounts and at the times required thereunder, and to operate, repair and maintain at its own expense the Project and such other responsibilities as may be imposed by the Amended and Restated Financing Agreement; (d) Seminole County is able to cope satisfactorily with the impact of the Project and able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom; (e) adequate provision has been made for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of principal and interest on the 2015 Notes; (f) the costs paid from the proceeds of the 2015 Notes are costs of a "project" within the meaning of the Act; and (g) the reoffering and sale of the 2015 Notes will develop and promote the public good and the general welfare of Seminole County and of the State of Florida by helping ensure the provision of services needed by residents of Seminole County and the State of Florida, by helping preserve the jobs of the persons employed at the Project and by creating opportunities for new jobs to be created at the Project.

Section 2. Pursuant to the Act, the Issuer does hereby authorize the reoffering and sale of the 2015 Notes and the continued financing of the Project in accordance with the terms of the Amended and Restated Financing Agreement, and does hereby determine it is in furtherance of the public purposes set forth in the Act, and that, therefore, providing for the financing of the Project through the reoffering and sale of the 2015 Notes is in the public interest.

Section 3. The 2015 Notes shall be reoffered and sold to the Purchaser in such form and denominations as are set forth in the Amended and Restated Financing Agreement and the interest on the 2015 Notes will be payable on the dates and at such places as are specified in or determined pursuant to the Amended and Restated Financing Agreement but not later than July 1, 2045. The 2015 Notes shall have a reissuance date, shall mature, shall be subject to optional and mandatory tender for purchase and optional and mandatory redemption, and shall bear interest as provided in the Amended and Restated Financing Agreement. The 2015 Notes shall bear interest at the Interest Rate (as defined in the Amended and Restated Financing Agreement) as determined pursuant to and in accordance with the Amended and Restated Financing Agreement, with such variable rate not to exceed the maximum rate permitted by law. The 2015 Notes shall be dated and numbered as provided in the Amended and Restated Financing Agreement. The form of the 2015 Notes and the provisions for execution, payment and registration shall be substantially as set forth in the Amended and Restated Financing Agreement.

Section 4. To the extent provided in the Amended and Restated Financing Agreement, the 2015 Notes shall be a limited obligation of the Issuer and the payments of principal of and interest thereon shall be payable equally and ratably solely from the sources described in the Amended and Restated Financing Agreement. The 2015 Notes and interest and premium, if any, thereon shall not constitute a general or moral obligation of the Issuer nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit of, Seminole County, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of Seminole County, the State, or any other political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the 2015 Notes or other costs incident thereto. Neither the members of the Issuer nor any person executing the 2015 Notes shall be liable personally on the 2015 Notes by reason of the reoffering and sale thereof.

Section 5. The Loan Payments (as defined in the Amended and Restated Financing Agreement) to be received by the Issuer from the Borrower under the Amended and Restated Financing Agreement, as represented by the Borrower, are calculated to be sufficient to pay the principal of and premium, if any, and interest on the 2015 Notes as the same become due and payable, and all of such payments (excluding amounts payable to the Issuer pursuant to the Reserved Rights under the Amended and Restated Financing Agreement) shall be pledged for that purpose pursuant to, and in addition to such other purposes as are move fully set forth and provided for in, the Amended and Restated Financing Agreement.

Section 6. The execution, delivery and performance of the Amended and Restated Financing Agreement by the Issuer are hereby authorized. The Amended and Restated Financing Agreement shall be in substantially the form submitted to this meeting as hereinabove recited, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman, whose approval thereof shall be conclusively evidenced by such person's execution of each such instrument.

Section 7. The reoffering and sale of the 2015 Notes to the Purchaser pursuant to the Amended and Restated Financing Agreement is hereby authorized and approved, subject to the Issuer's satisfaction that the Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended. The reoffering and sale of

the 2015A Note to the Purchaser at the price of not less than the aggregate principal amount of the 2015A Note, together with accrued interest, if any, thereon is hereby approved. The reoffering and sale of the 2015B Note to the Purchaser at the price of not less than the aggregate principal amount of the 2015B Note, together with accrued interest, if any, thereon is hereby approved.

Section 8. The execution of the 2015 Notes, and the delivery of the 2015 Notes to the Purchaser or its duly authorized attorneys-in-fact, against receipt by the Borrower of the amount of the purchase price for the 2015 Notes in payment therefor, together with the payment of certain expenses in connection with the issuance of the 2015 Notes, are hereby authorized.

Section 9. The Chairman or Vice Chairman of the Issuer is hereby authorized to execute on behalf of the Issuer the Amended and Restated Financing Agreement, and the Secretary or Assistant Secretary of the Issuer is hereby authorized to attest such documents, and the Chairman or Vice Chairman and the Secretary or Assistant Secretary arc hereby authorized to deliver such instruments and documents on behalf of the Issuer and to execute and deliver all such instruments, documents or certificates, and to do and perform all such things and acts, as each shall deem necessary or appropriate in furtherance of the issuance of the 2015 Notes, and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments referred to in this Resolution. The 2015 Notes shall be executed on behalf of the Issuer by its Chairman or Vice Chairman with such person's manual or facsimile signature and attested by the manual or facsimile signature of the Secretary or Assistant Secretary. In case any official whose signature appears on the 2015 Notes shall cease to be such official before the delivery of the 2015 Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 10. The Amended and Restated Financing Agreement, as approved or acknowledged by this Resolution, all of which are hereby incorporated in this Resolution by reference thereto, shall be placed on file at the office of the Issuer and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

Section 11. The Chairman or Vice Chairman and the Secretary or Assistant Secretary are hereby authorized to take all actions and execute all additional documents, including, without limitation, an IRS Form 8038, as are reasonably necessary and appropriate to the reoffering and sale of the 2015 Notes. The Purchaser is authorized to file a UCC Financing Statement and amendments and continuations thereof naming the Issuer as Debtor and evidencing the grant of the security interest in favor of the Purchaser pursuant to the Amended and Restated Financing Agreement.

Section 12. If any section, paragraph, clause or provision of this Resolution shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Section 13. All acts of officials of the Issuer which are in conformity with the purposes and intent of this Resolution and in furtherance of the reoffering and sale of the 2015 Notes and the current re-financing of the Project will be, and the same are, in all respects approved, ratified

and confirmed. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and superseded.

Section 14. The Issuer hereby determines that all meetings of the Issuer at which action was taken in connection with the authorization and approval of the Amended and Restated Financing Agreement, and the authorization of the reoffering and sale of the 2015 Notes were duly and legally called and held proper public meetings, open to the public at all times in compliance with all requirements of State law and rules of procedure of the Issuer, and notice of the time and place of each meeting was given and minutes of such meetings have been kept and arc or will be made available as required by procedures adopted by the Issuer, and all State laws amendatory thereof and supplementary thereto.

Section 16. This Resolution shall become effective immediately upon subsequent approval hereof by the Board of County Commissioners of Seminole County (the "County"), or the County's written determination that further County approval is not required..

[*Remainder of Page Intentionally Left Blank*.]

Adopted this June __, 2025.

SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

[SEAL]

Attest: _____
Secretary

SECRETARY'S CERTIFICATE

I, _____ Secretary of the Seminole County Industrial Development Authority, DO HEREBY CERTIFY that the foregoing seven (7) pages of typewritten matter constitute a true and correct copy of the resolution adopted on June __, 2025, by said Authority in a meeting, in accordance with all open meetings laws and the procedures of the said Authority; duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of public record in the Minute Book of said Authority which is in my custody and control.

Given under my hand and the seal of said Authority, this ___ day of June, 2025.

_____
Secretary

[SEAL]

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-451

Title:

Approve and authorize the Chairman to execute the Joint Use Agreement of the Environmental Studies Center between the School Board of Seminole County and Seminole County. Countywide. **(Rick Durr, Parks and Recreation Director)**

Division:

Parks and Recreation - Greenways and Natural Lands

Authorized By:

Rick Durr, Parks and Recreation Director

Contact/Phone Number:

Allegra Buyer/407-665-2210

Background:

The Environmental Studies Center at Spring Hammock Preserve is a facility of the School Board of Seminole County. It offers the community, including Seminole County students, a wide range of environmental life and life sciences educational experiences, promotes awareness of the park, and provides recreational spaces for summer camps for the enjoyment of County residents.

The School Board of Seminole County and Seminole County are dedicated to enhancing the opportunities available to Seminole County residents by jointly utilizing the Environmental Studies Center at Spring Hammock Preserve and developing a mutually agreed-upon schedule to ensure the optimal use of the Center for various educational and recreational programs.

The attached agreement shows our commitment to continue to enhance our shared opportunities.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Joint Use Agreement of the Environmental Studies Center between the School Board of Seminole County and Seminole County.

JOINT USE AGREEMENT OF THE ENVIRONMENTAL STUDIES CENTER BETWEEN THE SCHOOL BOARD OF SEMINOLE COUNTY AND SEMINOLE COUNTY

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA** a body corporate pursuant to section 1001.40, Florida Statutes, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, in this Agreement referred to as "SCHOOL BOARD", 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", collectively referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the Environmental Studies Center at Spring Hammock Preserve ("the Center"), a facility of Seminole County Public Schools, offers the community, including Seminole County students, a wide range of environmental life and life sciences educational experiences, promotes awareness of the park, and provides recreational spaces for summer camps for the enjoyment of County residents; and

WHEREAS, SCHOOL BOARD and COUNTY have historically recognized the importance of a collaborative partnership to enhance the opportunities available to the residents of Seminole County; and

WHEREAS, SCHOOL BOARD and COUNTY are dedicated to enhancing opportunities available to the residents of Seminole County by jointly utilizing the Environmental Studies Center at Spring Hammock Preserve and developing a mutually agreed-upon schedule to ensure the optimal use of the Center for various educational and recreational programs.

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

Section 1. Term. This Agreement takes effect on the date of its execution by COUNTY and continues to June 20, 2037, unless earlier terminated pursuant to Section 5, below.

Section 2. Services Provided by SCHOOL BOARD. SCHOOL BOARD agrees to:

(a) Assume full responsibility for the operation and maintenance of the Center during the periods when it is not under the control of COUNTY; and

(b) Ensure the proper care and feeding of all animals maintained by SCHOOL BOARD at the Center; and

(c) Provide COUNTY with access to computer facilities, allowing COUNTY personnel to use SCHOOL BOARD's computers and internet services as needed for their activities in accordance with SCHOOL BOARD'S policies for technology use; and

(d) Provide COUNTY with necessary keys and alarm codes to access the Center for COUNTY Programs; and

(e) Provide the continuous connection of utility services, including water and electricity, and ensure these services are available during COUNTY's use of the Center. COUNTY is responsible for payment of utility charges during its period of use as set forth below in Section 3; and

(f) Permit COUNTY to distribute information related to its camps and programs through the elementary, middle, and high schools using brochures and flyers in a manner consistent with the SCHOOL BOARD's advertising standards and requirements regarding access to informational brochures and flyers. SCHOOL BOARD may review the content of brochures and flyers prior to distribution and reject content incompatible with the SCHOOL BOARD's Advertising Standards and requirements that include, but may not be limited to, the restrictions/prohibitions set forth in Exhibit A, attached hereto; and

(g) Coordinate with COUNTY to establish a mutually agreed-upon schedule for the use of the Center, ensuring optimal availability for both educational and recreational programs. This includes access during summer months for camps, as well as evenings, weekends, and other school breaks, when the Center is not being used by SCHOOL BOARD. For purposes of this Agreement, "Weekend" shall be defined as running from the close of the Center for SCHOOL BOARD activities on Friday to the start of SCHOOL BOARD activities on the following Monday. A sample schedule is attached to this Agreement as Exhibit B.

Section 3. Responsibilities of COUNTY. As part of this partnership with SCHOOL BOARD, the COUNTY commits to:

(a) Operate a recreational summer camp for children for a period of eight (8) weeks during the summer months of 2025 and each subsequent year during the life of this Agreement. Camps must not have more than sixty (60) participants. The camp may not open earlier than the close of the scheduled school year and shall end no later than five (5) workdays prior to the start of the scheduled school year according to the Seminole County Public School Calendar; and

(b) Coordinate with SCHOOL BOARD to establish a mutually agreed-upon schedule for the use of the Center in accordance with the terms of this Agreement and the yearly school calendar of the Seminole County Public Schools system; and

(c) Supply custodial services when utilizing the Center and keep the Center in a clean and sanitary condition, including providing necessary supplies such as toilet paper, paper towels, copy paper, printer or copy machine toner, and other similar supplies at COUNTY's sole expense during COUNTY's use; and

(d) Provide SCHOOL BOARD with the names of COUNTY personnel or contract personnel that will staff COUNTY's camps and programs, a schedule of COUNTY's camps or programs, and a designated contact person for these programs; and

(e) Repair any damage to floors in the Osprey Room during its use of the Center; and

(f) Repair any loss, damage, or vandalism to the Center resulting from its use of the Center and any SCHOOL BOARD equipment used by COUNTY, with the exception of normal wear and tear. The SCHOOL BOARD may elect to make these repairs or repair the damage itself and COUNTY agrees to compensate SCHOOL BOARD for the reasonable costs of such repairs.

(g) When the Center is in use by COUNTY, excluding areas retained for exclusive use by SCHOOL BOARD, COUNTY shall be responsible for the overall management and security of the Center. COUNTY management and security shall include but is not limited to (1) provision of an on-site manager with sufficient support personnel during and throughout COUNTY's use of the Center; (2) managing ingress and egress of visitors and attendees at the Center; and (3) securing the Center and appurtenant facilities such as the parking lot when not in use.

(h) COUNTY will pay SCHOOL BOARD utility and Personnel Services Fees as a Category III user in accordance with SCHOOL BOARD policy po7510, and shall comply with all requirements of booking the Center using SCHOOL BOARD's Facilitron scheduling system, including maintaining and providing adequate evidence of insurance. All terms and conditions of use as set forth in the SCHOOL BOARD's Facilitron scheduling system are incorporated herein by reference, and in the event of a conflict, this Agreement will take precedence.

Section 4. Joint Use and Scheduling of the Center. SCHOOL BOARD and COUNTY agree to:

(a) Collaboratively develop and maintain a mutually agreed-upon schedule that ensures the optimal use of the Center for all educational and recreational programs. All use of the Center shall be scheduled by COUNTY through SCHOOL BOARD's Facilitron scheduling system. In the event of a conflict between COUNTY's proposed use of the Center and any SCHOOL BOARD event at the Center, the SCHOOL BOARD shall have first priority; and

(b) Regularly review and adjust the schedule as needed to accommodate the evolving needs of both parties, ensuring minimal disruption to each party's planned activities; and

(c) Communicate openly and in a timely manner regarding any changes or conflicts in scheduling to facilitate smooth and efficient use of the Center; and

(d) Designate representatives from both the SCHOOL BOARD and the COUNTY to manage scheduling and resolve any disputes that may arise concerning the use of the Center; and

(e) Ensure that all activities conducted at the Center are aligned with its intended purposes and do not interfere with the maintenance and care of the facilities and animals; and

(f) Permit COUNTY to use the Center for overnight activities, such as lock-ins; and

(g) Provide SCHOOL BOARD the exclusive right of using the title "Mud Walk" for its activity; and

(h) Permit COUNTY full use of the Center facility during scheduled time periods, with the exception that certain closets will be locked and reserved exclusively for SCHOOL BOARD's use.

(i) COUNTY agrees to and does hereby release, acquit, forever discharge, and covenant not to sue SCHOOL BOARD, its directors, officers, employees, trustees, and agents (collectively, "Releasees") from any and all liability to COUNTY and its employee, offices, directors, personal representatives, heirs, and next of kin for any loss, theft, damage (including from mold or mildew), destruction, claim, demands, costs, and expenses (including reasonable attorney's fees) in connection with COUNTY's storage of any COUNTY belongings or equipment at the Center. COUNTY understands and hereby acknowledges that if any COUNTY belongings or equipment are damaged, lost, stolen, or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft, or otherwise, COUNTY's only recourse will be any insurance that COUNTY has secured. COUNTY hereby waives subrogation rights against

SCHOOL BOARD in connection with any insurance claim arising from storage of COUNTY belongings or Equipment at the Center.

(j) COUNTY may not install permanent fixtures or make any permanent improvements or alterations to the Center without the express written consent of SCHOOL BOARD, which may be withheld at SCHOOL BOARD's discretion.

(j) The PARTIES understand and agree that COUNTY's use of the Center is a non-exclusive license to use the Center, and that nothing in this Agreement should be construed to create a lessor/lessee relationship or entitle COUNTY to any rights as a lessee under Florida law.

Section 5. Termination.

(a) Either party, may terminate this Agreement without cause or penalty upon sixty (60) days' prior written notice to the other. Upon receipt of such notice, both parties shall immediately discontinue all services affected, unless the notice directs otherwise.

(b) If either party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other party, the party giving notice may terminate this Agreement by written notice to the other party, effective upon receipt. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.

(c) Expiration or termination of this Agreement by either party without cause under this section does not affect the rights and obligations of the PARTIES that accrued prior to the effective date of termination.

(d) Following expiration or termination of this Agreement, COUNTY shall remove any belongings or equipment, excepting permanent fixtures and improvements, from the Center withing a reasonable time, but not to exceed sixty (60) days, from the date of expiration or termination.

(e) All permanent fixtures and improvements installed by COUNTY with the permission of SCHOOL BOARD shall become the property of SCHOOL BOARD and COUNTY shall not be entitled to reimbursement or compensation.

Section 6. 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:

Jaquelin Massaline
100 E. 1st Street
Sanford, Florida 32771

For SCHOOL BOARD:

Serita Beamon, Superintendent
400 East Lake Mary Boulevard,
Sanford, Florida 32773

Section 7. 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 8. Liability. The PARTIES, as state agencies, agree to be fully responsible for acts of negligence by its own officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein

shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

Section 9. Insurance. SCHOOL BOARD, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of employment by SCHOOL BOARD and will provide its Certificate of Insurance upon request. COUNTY will comply with the insurance requirements necessary to schedule the Center through SCHOOL BOARD's Facilitron scheduling system.

Section 10. 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 11. 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 12. Public Records Law.

(a) SCHOOL BOARD and COUNTY acknowledge their respective obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to maintain and release public records to members of the public upon request. Each party acknowledges that the other party 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 supersedes the terms of this Agreement. Upon one party's request, the other party shall provide all requested public records in its possession, or shall allow the requesting party to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) SCHOOL BOARD and COUNTY specifically acknowledge their obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

(2) SCHOOL BOARD and COUNTY shall provide the other party with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) SCHOOL BOARD and COUNTY 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, SCHOOL BOARD and COUNTY shall each keep and maintain public records generated under this Agreement as required by law. SCHOOL BOARD and COUNTY shall each meet all applicable requirements for retaining public records

(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. The PARTIES may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SCHOOL BOARD MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JACQUELIN MASSALINE, AT 407-665-7116, JMASSALINE@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

(f) IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, INFORMATION SERVICES PROJECT MANAGEMENT AT 407-320-0466, CAROLYN_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773

Section 13. 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 14. Compliance with Laws and Regulations. The PARTIES shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the terms of this Agreement, including those now in effect and subsequently adopted. Any confirmed violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle either party to terminate this Agreement immediately upon delivery of written notice of termination to the other party.

Section 15. Dispute Resolution. The PARTIES shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. This also includes, exhausting all dispute resolution procedures found in COUNTY's administrative code. For any dispute related to this Agreement that the PARTIES cannot resolve by mutual agreement, the PARTIES must submit to formal mediation in Seminole County, Florida, or other mutually agreed upon dispute resolution options. Should the dispute resolution option(s) fail, either party may pursue any available legal remedy.

Section 16. Rights At Law Retained. The rights and remedies of either party provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 17. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the PARTIES shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.

Section 18. Counterparts and Execution. The PARTIES may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including email, shall

be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

Section 19. 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, through their duly authorized representatives, have made and executed this Agreement for the purposes stated above.

THE SCHOOL BOARD
OF SEMINOLE COUNTY, FLORIDA

ATTEST:

SERITA D. BEAMON,
Superintendent

Kristine Kraus
KRISTINE KRAUS, Chair

3.11.2025
DATE

Approved as to form and
legal sufficiency.

School Board Attorney

[*Balance of page left intentionally blank; COUNTY's signature page begins on next page*]

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

3/10/24 3/28/24 12/26/24
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Attachments:

- Attachment A – Advertising Standards
- Attachment B – Sample Schedule Calendar

Exhibit A

The School Board of Seminole County, Florida ("School Board") or its designee, reserves the right to accept or reject any advertisement (brochure or flyer) copy. Proposed advertisement copy, layout and design must be submitted to the School Board before display. Failure to follow this provision shall not be deemed to waive the rights of the School Board to later enforce the advertising language in the associated Agreement or School Board policies.

Advertising Restrictions / Prohibitions:

(a) The School Board does not permit advertisements to be constructed or displayed if the contributor's name or other information as used in the advertisement is:

1) Libelous;
2) Vulgar;
3) Obscene;
4) Racially offensive;
5) Factually inaccurate;
6) Inappropriate for minors;
7) Inappropriate for the age of the students served by the School Board; and/or
8) Incompatible with the community at large.

(b) The School Board does not permit advertisements to be constructed or displayed if the contributor's name is used in the advertisement describes, suggests, promotes or is commonly identified with any product, service, activity or advocacy of a political or partisan issue or statement, which is incompatible with the School Board's educational philosophy or the community at large, including but not limited to the following products:

1) Gambling or gambling aids;
2) Tobacco products;
3) Alcohol, beer, wine or liquor products;
4) Birth control products;
5) Drug paraphernalia;
6) Pornography;
7) Illegal acts or acts illegal for minors;
8) Explicit sexual content or sexual overtones;
9) Any product illegal for minors or the age of the student served by the School Board;
10) Political Advertisement; and/or
11) Religion or of a religious nature.

Sample Natural Lands/Environmental Studies Center Schedule

Spring

1 or 2 weekend classes using the Osprey Room/nature center (~40 participants)

1 week of camp: Spring Break (~40 participants)

Summer

8 weeks of camp: Summer Break (~320 participants)

Fall/Winter

1 or 2 weekend classes (2-3 hours) using the Osprey Room/nature center (~40 participants)

Total: ~440 participants per year

Classes: Classes would require the use of the Osprey Room, foyer, restrooms and possibly the nature center for programming. Natural Lands staff, contractors and/or volunteer would require building keys and alarm codes to access the building. Also, classes require the use of A/V equipment to run the digital presentation. Classes are 2-3 hours long and sometimes include a hike. They usually are scheduled on Saturdays. Most classes are for participants ages 7 and up and are $8 per person. Maximum participation would not exceed 40 people. Minimum staffing includes 1 instructor and 1 volunteer/assistant. Examples: Snakes of Florida class, Crazy Cool Craniums, Bug Bash)

Eco Camp: Eco Camp is an environmental education day camp with regular hours from 9:00 am to 4:00 pm. Extended Care is available from 7:30 am to 5:30 pm. Each session runs for one week, Monday through Friday (excluding holidays). Campers will spend parts of the day indoors in the Environmental Studies Center and outdoors exploring the property of Spring Hammock Preserve. Camp activities focus on nature-minded themes. These can include hiking, dip netting, arts & crafts, animal and plant education programs, projects and experiments and plenty of games. There are two camps for different age ranges. Eco Camp is for children ages 7-12. Biology Bootcamp is for teens 13-15 years old. Most sessions are for ages 7-12.

Maximum participation would not exceed 40 campers each session. Staffing includes at most 4 instructors, 1 coordinator, and may also occasionally include a high school volunteer and/or guest presenters. Natural Lands staff, contractors and/or volunteers would require building keys and alarm codes to access the building. Also, many lessons and guest presenters would require the use of A/V equipment to run digital presentations.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-669

Title:

Approve and authorize the Chairman to execute a Resident Caretaker Lease Agreement with Steven Pitts for the Seminole County Natural Lands Program. District2 - Zembower **(Rick Durr, Parks and Recreation Director)**

Division:

Parks and Recreation - Greenways and Natural Lands

Authorized By:

Rick Durr, Parks and Recreation Director

Contact/Phone Number:

Allegra Buyer/407-665-2210

Background:

The large size and remote nature of Natural Land sites present staff with the difficult task of managing both the acceptable and undesirable activities that may occur. It is the intent of the caretaker program to assist and augment County staff's efforts to effectively manage the use and possible misuse of these important ecological resources, thus providing a well-managed and safe environment for the enjoyment of all visitors. The Caretaker provides a continuous, visible presence to deter misuse and provide regular feedback on any conditions or issues that may require staff attention. They also provide light maintenance such as trash pick-up, mowing, trail clearing, cleaning of kiosks, restocking of trail guides and assisting visitors as needed.

The current agreement expires on August 9, 2025, and the Natural Lands Program wishes to enter into a new three-year agreement with Mr. Pitts. (Additional information attached).

Staff Recommendation:

Staff requests the Board approve and authorize the Chairman to execute a Resident Caretaker Lease Agreement with Steven Pitts for the Seminole County Natural Lands Program.

SEMINOLE COUNTY NATURAL LANDS PROGRAM
RESIDENT CARETAKER LEASE AGREEMENT
COUNTY SUPPLIED RESIDENCE

THIS AGREEMENT made and entered into 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 East 1st Street, Sanford, Florida 32771, hereinafter "COUNTY", and **STEVEN PITTS**, whose address at the time of signing this Agreement is [redacted] hereinafter "CARETAKER".

W I T N E S S E T H:

WHEREAS, vandalism, security, and safety are major concerns at Seminole County natural lands areas; and

WHEREAS, COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, COUNTY offers a reasonable agreement to provide living accommodations in exchange for work in and around the natural lands properties; and

WHEREAS, CARETAKER is desirous of living in the residence on COUNTY's [redacted] property in exchange for work in and around the property; and

WHEREAS, this Agreement will benefit the public and serve a governmental and public purpose,

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

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

Section 2. Grant of Use. COUNTY agrees that CARETAKER may reside in and utilize for residential purposes a residence owned by COUNTY that is in compliance with applicable Federal, State, and local laws. The location of said residence is in the [redacted] the address of which is [redacted], hereinafter referred to as the "Residence".

Section 3. Rent.

(a) The parties agree that according to U.S. Housing and Urban Development FY 2024 Fair Market Rent Calculation Methodology, the rent for a two (2) bedroom residence in the Orlando-Kissimmee-Sanford metropolitan service area is $1,857 per month. CARETAKER shall pay rent to COUNTY of FOUR HUNDRED SIXTY-FIFTY AND NO/100 DOLLARS ($465.00) per month. CARETAKER shall make payments on or before the first (1st) day of each month during CARETAKER's occupancy of the Residence or elsewhere on the Property more particularly described in attached Exhibit A, which is incorporated by reference and referred to in this Agreement as the "Property". If CARETAKER fails to provide a monthly rent payment by the fifth (5th) day of each month of Residence, then COUNTY may evict CARETAKER from the Residence or be dismissed as a CARETAKER of the Property. CARETAKER shall make all rental payments payable to the Seminole County Board of County Commissioners. COUNTY agrees the remainder of the fair market rent shall be handled as payment-in-kind through CARETAKER's scheduled performance of the tasks required by Section 11 of this Agreement and Exhibit B attached and incorporated by reference in this Agreement.

(b) Failure to timely and fully perform such duties during any month(s) of the term of this Agreement shall be deemed an event of default in the payment of rent, resulting in CARETAKER's responsibility to promptly remit the balance of accumulated monthly rent, in

cash, within five (5) days of written notice of demand, and if not paid, CARETAKER shall be subject to eviction or dismissal as caretaker of the Property, as well as termination of this Agreement.

Section 4. Term. The term of this Agreement is three (3) years from the Effective Date.

Section 5. Utilities.

(a) COUNTY shall be responsible for providing installation, deposit, and utility connections including electrical, water, and septic that will exclusively accommodate the Residence. CARETAKER shall be responsible for the payment of all charges related to the use of these utilities for the duration of this Agreement.

(b) CARETAKER shall have a land line telephone installed within the Residence and shall keep it operational for the duration of this Agreement. CARETAKER shall be responsible for the deposit required, installation expenses, and all telephone bills. CARETAKER shall make the telephone number available to COUNTY. If CARETAKER has a cell phone, that number shall also be provided to COUNTY.

(c) COUNTY shall inspect and service the heating and cooling systems at the Residence at least once per every three hundred sixty-five (365) days. CARETAKER shall be responsible for monthly changing of the filters in the heating and cooling system. COUNTY is responsible for replacement of the heating and cooling system if it becomes beyond repairable condition.

Section 6. Utility Lines. COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the Residence.

Section 7. Other Improvements. CARETAKER shall not erect fences, install any outbuildings, or construct any permanent improvements on the Residence or COUNTY-owned property except as may be agreed to in advance and in writing by COUNTY.

Section 8. Residence Maintenance and Inspection.

(a) CARETAKER shall be responsible for maintaining the Residence, curtilage and immediate grounds, together with any improvements thereon, in good repair and in a clean, presentable, orderly, and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances, and rules.

(b) CARETAKER shall keep the exterior of the residence, including the curtilage and yard free and clear of any obstruction, rubbish, or litter and maintain the area in a neat, orderly and attractive manner. CARETAKER shall store tools and objects in the Residence or in an approved shed when not in use.

(c) CARETAKER shall allow COUNTY to inspect all parts of the Residence and to enforce or carry out any provision of this Agreement upon twenty-four (24) hours written notice to CARETAKER, or immediately in case of an emergency. COUNTY shall notify CARETAKER as soon as possible of any emergency entry. CARETAKER shall provide COUNTY with keys to all spaces within the Residence and surrounding area on the Property**.**

(d) A COUNTY agent shall inspect the Residence at least once every six (6) months.

(e) CARETAKER shall make no alteration to the Property, including vegetative materials, without the express written permission of COUNTY. CARETAKER shall provide his own maintenance equipment.

(f) CARETAKER shall pay COUNTY for any damage to the Residence considered above normal wear and tear or which is caused by CARETAKER's own negligence or intentional conduct, as well as that caused by CARETAKER's relatives, guests, or pets.

Section 9. Use of Residence.

(a) CARETAKER shall not operate or maintain on the Residence any business or commercial venture and shall only use the Residence as a single-family home.

(b) Motor vehicles are only allowed upon paved roads and driveways. CARETAKER shall only operate motorized vehicles on the Property for patrolling or for the purpose of performing security inspections on the surrounding wilderness area in the Property. No family, friends, or other guests of CARETAKER may operate motorized vehicles on the surrounding wilderness area in the Property.

(c) CARETAKER shall not keep more than two (2) motor vehicles outside the Residence or elsewhere on the Property except for vehicles of CARETAKER's guests during normal visitation. Inoperable vehicles or those without a valid, current registration and license plate are prohibited. Failure to remove prohibited vehicles within seven (7) days of written notification from COUNTY shall result in the vehicle being towed from the property at the owner's expense.

(d) A COUNTY-owned off-road utility vehicle such as a golf cart, UTV, or other similar vehicle, may be stored on site and may be used by CARETAKER for the purpose of patrolling, performing security inspections, and performing light maintenance activities. No family or guests of CARETAKER shall ride in, on, or operate said vehicle.

(e) Auxiliary vehicles or vessels such as campers, trailers and boats are prohibited from being stored outside the Residence or other locations on the Property.

Section 10. Family and Guests.

(a) CARETAKER shall be responsible for their own acts and omissions and for the acts and omissions of CARETAKER family members, and guests. CARETAKER, family members, and guests visiting the Residence with CARETAKER consent shall conduct themselves in a manner that does not disturb surrounding residents, does not disturb or interrupt any COUNTY function or activity relative to the Residence, and does not in any way constitute a breach of the peace.

(b) CARETAKER shall require any adult occupants of the Residence to complete the Caretaker Residence Adult Occupant Form, referred to and incorporated by reference as Exhibit E, for any adult over eighteen (18) years of age residing in the Residence.

Section 11. CARETAKER Duties.

(a) CARETAKER shall assist COUNTY with protection and maintenance of the Residence and the Property. Specifically, CARETAKER shall provide regularly scheduled maintenance as set forth in this Section and such additional duties as set forth in Exhibit B attached to this Agreement, for an anticipated minimum time of eight (8) hours per week to include:

(1) Locking and unlocking gates, buildings and facilities at times prescribed by COUNTY.

(2) Acting as a deterrent to vandalism by visible presence through periodic patrolling of trails, camping areas, and Property perimeters.

(3) Prompt and full reporting of any vandalism, equipment damage, illegal activities or unusual incidents to COUNTY by providing all appropriate information. CARETAKER shall submit to COUNTY a completed Accident/Incident Loss Report, attached

and incorporated by reference as Exhibit D to this Agreement. Accident/Incident reports must be submitted to COUNTY by email or hard copy within twenty four (24) hours of the incident.

(4) Informing users of the Property when and if they are in violation of applicable user policies.

(5) Performing regular light clean up and trash removal and disposal from buildings, trails, restrooms, and grounds, including but not limited to, mowing of the area immediately around the Residence, parking area and adjacent roadways. Public restroom facilities, if any, shall be cleaned at least three (3) times per week.

(6) Calling for or summoning ambulance, police, or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the Residence and surrounding Property no less than once per week, every week, to identify and report any discrepancies in the Residence or on the Property or concerns relative to the conditions and use of the Residence and Property.

(8) Notify COUNTY at least forty-eight (48) hours in advance of any planned absence from the Property exceeding twenty-four (24) hours. CARETAKER shall arrange for an area patrol of the Property through the Seminole County Sheriff's Office.

(9) Checking with authorized overnight users no less than once per night to answer questions or ensure proper use of facilities.

(10) Furnishing information or reports regarding the Residence and Property to COUNTY on forms provided by COUNTY as needed or when incidents occur.

(11) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by COUNTY, as described in Exhibit C, attached and incorporated by reference to this Agreement.

(b) CARETAKER shall supervise the Property and must immediately report by telephone any trespassers to the proper law enforcement agency and to COUNTY. CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain trespassers on the Property shall only be exercised by duly appointed and sworn law enforcement officers as defined by Section 943.10(1), Florida Statutes (2018), as it may be amended from time to time.

(c) Defined performance of all of duties as outlined in Exhibit B are payments-in-kind for rent, no monetary claims for services furnished by CARETAKER will be honored by COUNTY, unless otherwise expressly agreed to by written amendment to this Agreement.

Section 12. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CARETAKER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find CARETAKER an employee of COUNTY, and CARETAKER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under COUNTY's workers' compensation insurance program.

Section 13. Termination.

(a) CARETAKER and COUNTY agree that this Agreement is entered into for the express purpose of protecting and stewarding the Residence and Property and that this Agreement may be terminated by either party upon delivering written notice of termination to the other party

as described in Section 15 of this Agreement. Except as otherwise provided, termination is not effective until thirty (30) days after the delivery of notice to the other party.

(b) COUNTY, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of COUNTY.

(c) COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement for cause immediately and without the requisite thirty (30) days' notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that CARETAKER has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by COUNTY and shall not create any cause of action or liability for damages against COUNTY.

(d) COUNTY, acting through its County Manager or Deputy County Manager, may also terminate this Agreement for cause immediately and without the requisite thirty (30) days' notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that CARETAKER failed to perform the required caretaking responsibilities as specified in Exhibit B. In the event that it is later determined that the asserted performance failure did not occur, this Agreement shall be deemed to have been terminated for convenience by COUNTY and shall not create any cause of action or liability for damages against COUNTY.

Section 14. Insurance and Indemnification.

(a) CARETAKER shall maintain adequate renter's insurance and personal liability insurance protection against claims of third persons and their property arising through or out of CARETAKER's use and occupancy of the Residence and Property. COUNTY may maintain its own protection against such claims arising out of its ownership of the Residence and Property. CARETAKER shall provide proof of current and valid insurance coverage to COUNTY on or before the first day of January each year.

(b) Each party shall defend and bear the responsibility to defend any claims against own negligence. Nothing in this Agreement shall be construed by any person as a waiver of COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes (2021), which may be amended from time to time.

(c) Pets. CARETAKER may maintain a maximum of two (2) pets at the Residence and Property only if approved in advance and in writing by COUNTY. CARETAKER agrees to the following requirements in order to keep an animal at the Residence or on the Property.

(1) Prohibited pets include animals that require a license from the Florida Fish and Wildlife Conservation Commission, large livestock, and non-native species to the Property.

(2) CARETAKER shall have full responsibility to maintain licenses, tags, other registration requirements, and renter's insurance covering pets, relating to pets kept at the Residence or on the Property.

(3) CARETAKER shall have and retain any and all risk and liability resulting from maintenance of such animal at the Residence or on the Property.

(4) CARETAKER agrees to hold harmless, indemnify, and defend COUNTY from and against any actions, costs, expenses, liabilities, claims, losses, damages, or injuries

arising at any time from the keeping or owning any such animal at the Residence or on the Property. CARETAKER agrees to maintain insurance which will protect COUNTY from all liability stemming from existence of such animal at the Residence or on the Property.

(5) CARETAKER shall pay an additional TEN AND NO/100 DOLLARS ($10.00) per month, per pet, in rental fees.

(6) CARETAKER shall comply with all applicable animal control ordinances, codes, or laws and shall keep any such animal under constant supervision, either penned, leashed, or inside the Residence at all times. CARETAKER shall secure all pets inside the Residence when CARETAKER is not present, including times when CARETAKER is elsewhere on the Property.

(7) CARETAKER agrees to ensure that no visitors, guests, or users of the Residence or Property that are exposed to or have access to any such animal, are harmed by any such animal.



Section 15. Notices.

(a) Any notice delivered with respect to this Agreement, including rental payment, must be in writing to the following parties and addresses:

As to CARETAKER:

Steven Pitts
[redacted]

As to COUNTY:

Natural Lands Program Manager
Ed and Imogene Yarborough Nature Center
3845 N. County Road 426
Geneva, FL 32732

(b) All notices must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated above, 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 set forth above, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section.

Section 16. Assignments or Subletting. Neither party to this Agreement shall assign this Agreement or any interest arising, without the written consent of the other party. CARETAKER shall not sublease or offer any short-term rental leasing of the Residence in the absence of express, prior written approval of COUNTY.

Section 17. Ethical Conduct.

(a) CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees that he will not cause, or attempt to cause, an officer or an employee of COUNTY to violate provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) CARETAKER agrees to abide by Section 220.115, Seminole County Code, prohibiting kickbacks or other unethical conduct involving COUNTY personnel. Violations of these ethics provisions will result in immediate termination of this Agreement by COUNTY.

Section 18. 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 does 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.

Section 19. Modification or Amendment. This Agreement and the Exhibits attached may only be modified or amended by a mutually agreed upon written instrument, executed by both parties.

Section 20. Surrender of Lease Residence.

(a) Upon expiration of the terms of this Agreement or upon the earlier termination of this Agreement, CARETAKER shall peaceably and quietly surrender and deliver the Residence to COUNTY in good order, condition, and repair, except for reasonable wear and tear and damage by fire or other casualty.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Agreement, whichever occurs first, CARETAKER shall not remove any permanent improvements, installations, fixtures, equipment, alterations, and additions, whether originally or subsequently placed in the Residence or on the Property by CARETAKER. Title to these items will and without further act of either party, vest in COUNTY. If requested by COUNTY, CARETAKER at its expense shall remove those items, as requested by COUNTY, from the Residence or Property and promptly repair, at CARETAKER's expense, any resulting damage to the Residence or Property. CARETAKER shall remove such items and make such repairs within the last thirty (30) days of the term or immediately upon any earlier termination of this Agreement. If CARETAKER does not timely remove the items following COUNTY's request to do so under this subsection 20(b), COUNTY may remove them for the account of CARETAKER, and CARETAKER shall promptly reimburse COUNTY for the cost of the removal as Additional Rent upon demand.

(c) At the option of COUNTY, any fixtures or personal property not removed by CARETAKER under this Section 20 on or before the expiration of the Agreement term or earlier

termination of this Agreement will become the property of COUNTY. If COUNTY elects such option, then title to these items will automatically vest in COUNTY without further action of either party.

Section 21. Quiet Enjoyment. COUNTY covenants that so long as CARETAKER pays the rent and performs the covenants under this Agreement, CARETAKER is entitled to peaceful and quiet possession and enjoyment of the Residence for the term of this Agreement, subject to the provisions of this Agreement.

Section 22. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement of the parties, both written and oral, and may not amended, altered, or otherwise modified except in writing signed by the parties.

Section 23. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES: CARETAKER:

_____ By:_____
STEVEN PITTS

_____
Print Name Date:_____

_____

_____
Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ , 20___, by _____who ☐ is personally known to me or ☐ has produced _____ as identification.

[SEAL]

_____
Notary Public Signature
Print Name_____
My Commission Expires:_____

(Signatures and attestations continued on the following page.)

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

GLK/kly
5/23/2025
T:\Users\Legal Secretary CSB\Library&Leisure Services\2025\Caretaker Lease Agt ([redacted]).docx

Attachments:
Exhibit A – Description of Property
Exhibit B – Schedule of Duties
Exhibit C – Time Accounting Form
Exhibit D – Accident/Incident Loss Report
Exhibit E – Residential Occupants

EXHIBIT A
PROPERTY DESCRIPTION

[redacted]



"EXHIBIT B"

[redacted]

1.) Locking and unlocking gates, at times prescribed by the County.
2.) Conducting weekly patrols of the property at varying times to provide a visible presence and inspect for any vandalism, equipment or property damage or other unusual incidents or activity.
3.) Mow and weed-eat residence and entrance/parking area at minimum once every two weeks during the growing season.
4.) Police the parking, kiosk area and adjacent roadside for trash and debris at least twice per week.
5.) Trim the [redacted] Trails at least once per month.
6.) Check for and remove dog waste on entrance trail (Parking area to intersection of [redacted] [redacted] trails) at least once per week.
7.) Check, clean and fill the horse water trough at least once per week.
8.) Check weekly and empty trash receptacles at the kiosk as needed.
9.) Provide accurate monthly documentation of time spent conducting caretaker duties on forms provided by the County.
10.) Other tasks related to the maintenance and security of the property.

EXHIBIT C
Seminole County Natural Lands
Caretaker Performance Report

Month: Year:			Property:	
Date	Start	Finish	Task	Equipment log/hours

Issue with Residence:

Issue on property:

Other Notes:

SEMINOLE COUNTY ACCIDENT/INCIDENT LOSS REPORT	TO BE COMPLETED BY INSURANCE/SAFETY COUNTY CLAIM NO.	INS Y N
SEND ORIGINAL OF THIS REPORT TO: RISK MANAGEMENT SAFETY OFFICE	PREVENTABLE YES NO S.O. INITIALS _____	TPA Y N DATE:

TYPE OF INCIDENT/ACCIDENT

☐ MOTOR VEHICLE ..... FILL OUT SECTIONS I, II, V, VI AND VII

☐ PUBLIC INVOLVEMENT ..... FILL OUT SECTIONS I, III, V, VI AND VII

☐ DAMAGE TO COUNTY PROPERTY..... FILL OUT SECTIONS I, IV, V, VI AND VII

☐ THEFT/VANDALISM..... FILL OUT SECTIONS I, IV, V, VI AND VII

☐ OTHER ..... FILL OUT THE APPROPRIATE SECTIONS INCLUDING SECTION VI AND VII

I. GENERAL INFORMATION

EMPLOYEE NAME	EMPLOYEE OCCUPATION	DATE OF OCCURRENCE
DEPARTMENT	DIVISION	TIME A.M./P.M.

LOCATION OF ACCIDENT/INCIDENT (STREET, CITY, ZIP CODE)

II. MOTOR VEHICLE ACCIDENT

VEHICLE BCC NO. TYPE OF VEHICLE	NATURE AND EXTENT OF DAMAGE
INVESTIGATING AGENCY	INVESTIGATING OFFICER REPORT NO. (ATTACH A COPY AND CITATION)

DAMAGE TO OTHER VEHICLE: ☐ YES ☐ NO ☐ PRIVATE ☐ COMMERCIAL ☐ SECOND COUNTY VEHICLE

TAG NO. OR COUNTY BCC # TYPE OF VEHICLE:	NATURE AND EXTENT OF DAMAGE
OPERATOR NAME/ADDRESS	OWNER NAME/ADDRESS (IF OTHER THAN OPERATOR)

III. PUBLIC INVOLVEMENT (PERSONAL INJURY OR PROPERTY DAMAGE)

NAME	ADDRESS	PHONE NO.

EXTENT OF INJURIES:

PRIVATE PROPERTY DAMAGE

TYPE OF EQUIPMENT/EXTENT OF DAMAGE:

(OVER)

IV. DAMAGE TO OR LOSS OF COUNTY PROPERTY

MATERIALS AND EQUIPMENT DAMAGED, DESTROYED, LOST OR STOLEN

NAME . OF ITEM	DESCRIPTION OF DAMAGE	BCC NO.	ESTIMATED COST TO REPAIR/REPLACEMENT

V. WITNESSES / DESCRIPTION OF ACCIDENT / INCIDENT

WITNESS NAME	ADDRESS(STREET, CITY, ZIP CODE)	PHONE NO.

DESCRIPTION OF INCIDENT:

YOUR DIAGRAM OF ACCIDENT (INCLUDE STREET NAMES, SPECIFIC LOCATION, TRAVEL DIRECTIONS):

INDICATE NORTH ◯ BY ARROW

WEATHER CONDITIONS: ☐CLEAR ☐RAIN ☐FOG ☐UNKNOWN ☐OTHER

☐ ADDITIONAL PAGES ATTACHED. PHOTOS TAKEN: ☐ YES ☐ NO

EMPLOYEE SIGNATURE	PRINT NAME	DATE

VI. SUPERVISOR'S COMMENTS

CORRECTIVE ACTION TAKEN:
(check appropriate boxes)

- ☐ ADDITIONAL TRAINING CONDUCTED
- ☐ UNSAFE CONDITION CORRECTED THROUGH ENGINEERING
- ☐ CHANGE MADE IN OPERATING PROCEDURES
- ☐ REQUEST SAFETY OFFICE RECOMMENDATION
- ☐ DISCIPLINARY ACTION TAKEN
- ☐ OTHER
- ☐ NONE

EXPLAIN:

SUPERVISOR SIGNATURE	PRINT NAME	DATE

VII. DEPARTMENT REVIEW

CONTENTS REVIEWED. ADDITIONAL COMMENTS:

MANAGER SIGNATURE	DATE	DIRECTOR SIGNATURE	DATE

Exhibit E

Natural Lands Resident Caretaker Lease Agreement
Occupant List

The undersigned acknowledge(s) that he/she will be living with the Caretaker, (name)_____, at the Residence located at (address) _____.
In consideration of living at the Residence the undersigned agree(s) to abide by the rules, restrictions, and limitations imposed upon the Caretaker under the Resident Caretaker Lease Agreement.

Caretaker agrees that the Residence is to be used and occupied as a private dwelling only by the Caretaker and his or her immediate family consisting of the following named persons:

Print Name	Age	Signature, *not required for minors*
_____	_____	_____
_____	_____	_____

Except those named above, no other person shall be permitted to reside either temporarily or permanently in the Residence without the prior written consent of the COUNTY.

ANY OCCUPANT OVER EIGHTEEN (18) YEARS OF AGE HEREBY AGREES AND CONSENTS TO A LEVEL 2 CRIMINAL BACKGROUND CHECK TO BE PERFORMED BY THE COUNTY. A CRIMINAL BACKGROUND CHECK IS NOT REQUIRED FOR CURRENT MEMBERS OF LAW ENFORCEMENT.

File Number: 2025-643

Title:

A proposed Stipulated Final Judgment in the amount of $800,379.00 between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital regarding Parcel 106 of the Oxford Road Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978. District4 - Lockhart **(John Slot, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

John Slot/407-665-5702

Background:

A portion of the property designated as Parcel 106 was acquired by the County from the fee owner of the property, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital, for the County's Oxford Road Improvement Project. The subject property, located at 102 Oxford Road within the Casselberry/Fern Park area of unincorporated Seminole County, is improved with a building owned by Respondent and used as a veterinary clinic. Respondent was named in the eminent domain case proceedings, made a claim for compensation, and has agreed to a proposed settlement with the County, subject to Board approval, that would fully resolve their claim except for an attorneys' fee claim for nonmonetary benefits pursuant to section 73.092(1)(b), Florida Statutes.

The terms of the proposed settlement are set forth in detail below. Public Works Director John Slot, Assistant County Attorney Cassidy Perdue, and outside counsel for the Oxford Road Improvement Project, Richard Milian of Nelson Mullins Riley & Scarborough, LLP, recommend approval of the proposed settlement.

TERMS OF THE PROPOSED SETTLEMENT

The proposed settlement, if approved by the Board, would resolve all issues between the owner of Parcel 106 and the County, except for the attorneys' fee claim for non-monetary benefits. The settlement provides as follows:

- Compensation: Catherine Tonks, DVM d/b/a South Seminole Animal Hospital shall receive $800,379.00 in compensation which is inclusive of three hundred six thousand four hundred and 00/100 dollars ($306,400.00) disbursed from the Court Registry to the Owner in July of 2022.
    - Such compensation is related to the taking of Parcel 106 and includes the following 1) compensation for the land taken, 2) improvements taken, 3) cure costs, 4) all damages including severance and business damages, 5) all interest arising as a result of the County's taking of Parcel 106, 5) $94,629.09 for attorneys' fees and costs and 6) $85,749.91 for expert costs.

- Submission of Approved Settlement to the Court: The parties agree to submit to the Court the attached Stipulated Order of Taking and Final Judgment and the County agrees to issue payment to owners' attorneys of four hundred ninety-three thousand nine hundred seventy-nine dollars and 00/100 dollars ($493,979.00) within 10 days from the entry of the Stipulated Final Judgment, which incorporates all final settlement terms following approval of the proposed negotiated settlement by the Board of County Commissioners.

The proposed settlement includes making the stormwater drainage connection shown in Exhibit A of the mediated settlement agreement and provides for a complete resolution of all issues as to Parcel 106, except for an additional attorneys' fee claim for non-monetary benefits, which will be set for an evidentiary hearing. It provides certainty to the parties rather than the uncertainty of a jury trial and avoids incurring additional experts' fees and costs for the Respondent, which the County would be statutorily required to pay. Finally, the settlement allows the County to avoid paying additional attorneys' fees for the Respondent's attorneys if a jury were to award a higher compensation amount.

Requested Action:

Staff requests the Board approve the proposed Stipulated Final Judgment in the amount of $800,379.00 between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital regarding Parcel 106 of the Oxford Road

Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978.

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida, Petitioner, v. AUTOZONE INC., et al., Respondents.	CASE NO. 2021-CA-002978 Parcel(s): 106 and 706

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted June 18, 2025, Petitioner Seminole County (the "County") as well as Respondent, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital ("Respondent") reached the following Mediated Settlement Agreement ("Agreement"):

1. The County shall pay eight hundred thousand three hundred seventy-nine dollars and 00/100 cents ($800,379.00) to Respondent for compensation related to the taking of Parcels 106 and 706 including compensation for the land taken, improvements taken, cure costs, and all damages including severance and business damages and all interests. This compensation amount also covers statutory attorneys' fees and expert fees associated with the monetary compensation payment being made to Respondent herein. Of this payment, $620,000 is for Respondent's compensation for land, improvements, cure costs, and damages. The remainder is for attorneys' fees and experts costs.

2. The County has conducted preliminary a review of the attached Cure plan attached as **Exhibit A** (the "Cure") which appears to comply with County land development regulations. The County agrees to expedite the processing of Respondent's

applications to permit the Cure. Specifically, the County agrees to respond to the applications and resubmittals of applications after comments within 10 business days of receipt.

3. The County agrees to construct the driveway apron (within the area taken) and make the stormwater drainage connection from the drainage inlet in the driveway apron the County is constructing to and including the type F inlet as depicted in the attached **Exhibit A**. Respondent will grant the County a right of entry to access Respondents' property to effectuate this connection at no additional cost to the County.

4. The County agrees that any non-conformities with the County's land development code, comprehensive plan, or other regulations caused by the County's Oxford Road project or the taking of Parcels 106 and 706 shall be waived as required by the County eminent domain ordinance. Subject to County's review set out below, such waivers shall allow the installation of a new main entrance on the east side of the building and internal modifications to the building, which are being constructed due to the taking. Respondent will submit draft plans to the Director of Public Works, Richard Milian, and Cassidy Perdue showing the proposed modifications including relocated entrances by June 23, 2025. The County shall review the proposed modifications within 10 business days and confirm whether the modifications are acceptable and will be approved. If the County does not approve the modifications, Respondent shall have the right to terminate this Agreement. Regardless, Respondent is not bound to construct any specific cure or modifications.

5. Petitioner shall make every reasonable effort to have the Seminole County Board of County Commissioners (the "Board") review this Agreement for approval on or

before July 22, 2025, which is the next scheduled board meeting. Should the July 22, 2025, Board meeting not take place, or if a quorum is not present, this Agreement will be presented at the next regularly scheduled County Board meeting presently scheduled for August 12, 2025.

6. Counsel for the County and Respondent named herein will jointly submit to the Court for signature the mutually approved Stipulated Final Judgment in this matter, attached as **Exhibit B**, within one (1) business day of Board approval of this Agreement.

7. Within ten (10) days from the entry of the Stipulated Final Judgment, the County shall issue payment of $493,979.00 to the Trust Account of GrayRobinson, P.A., and mail said payment to Kent L. Hipp, Esq., GrayRobinson P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801, who shall be responsible for allocating the described sum to all other interested partes.

8. The County and the Respondent acknowledge Respondent and its counsel will make an additional attorneys' fee claim for non-monetary benefits, which has not been resolved. These unresolved fee claims are not part of the compensation and fees being paid herein. Nothing in this Agreement prevents Respondent and its counsel from making such a fee claim or seeking additional expert fees and costs in association with the same. Any such additional fees and costs will be adjudicated or settled at a different time. Respondent's counsel shall be free to present its total non-monetary benefit claim to the judge. However, Respondent has agreed that the County shall not have to pay more than $395,000 for the non-monetary benefit claim regardless of what the court may order. The County and Respondent agree not to appeal the court's non-monetary benefit fee award. The County and Respondent also agree that the $395,000 payment cap shall not be

presented to the judge or referenced in any way during any hearing or proceeding in this matter. Paragraph 8 of this Agreement shall be binding on the Parties and supersede any final judgment as to nonmonetary benefit claim.

DATED this 18th day of June, 2025.

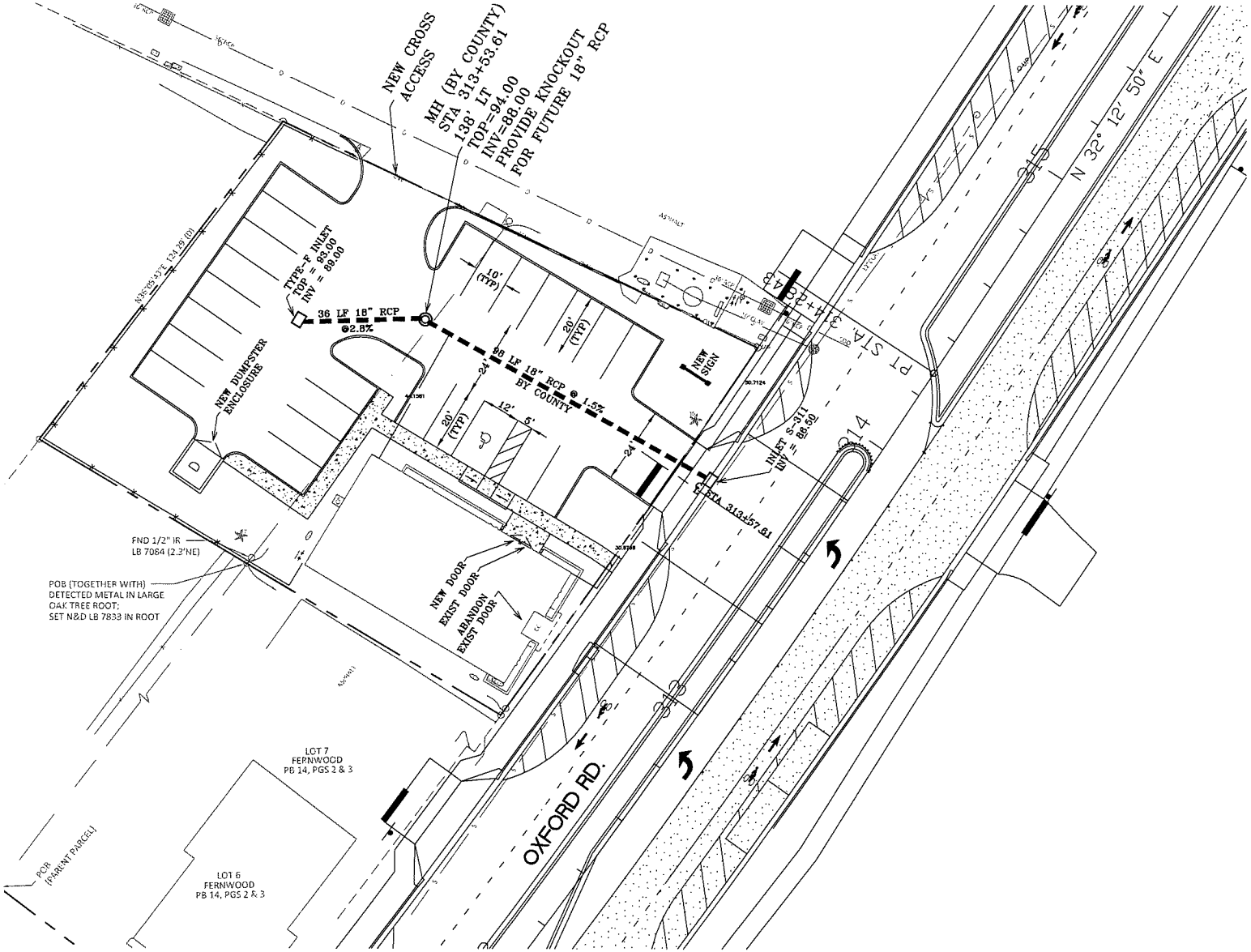
Catherine Tonks, DVM, Owner

William Slot, Director of Public Works
Seminole County

Kent L. Hipp, Esq.
Attorney for Owner

Richard Milian, Esq.
Attorney for County

Ed Pantaleon
Mediator



N

W E

S

1" = 30'

PARCEL SUMMARY	
ZONING	C-2
OVERLAY	OPOD
SIZE	0.49 AC

OPOD= OXFORD PLACE OVERLAY DISTRICT

BUILDING SUMMARY	
EXISTING	2,840 SF

PARKING SPACES	REG	H/C	TOTAL
EXISTING	14	1	15
REQUIRED	3	1	4
CURED	22	1	23

SITE DATA	REQUIRED	EXISTING	CURED
SETBACKS			
FRONT YARD	0'	24.4'	4.9'
REAR YARD	0'	83.9'	83.9'
SIDE YARD (NORTH)	0'	81.2'	81.2'
SIDE YARD (SOUTH)	0'	8.8'	8.8'
PARKING	0'	31.8'	21.6'
SIGN	0'	-6.9'	6.0'
ISR/OPEN SPACE	MAX/MIN		
ISR	85%	70.4%	68.0%
OPEN SPACE	15%	29.6%	32.0%

REMAINDER UNCURED NONCONFORMITIES:
1. LANDSCAPING

SOUTH SEMINOLE ANIMAL HOSPITAL ROW PARCEL 106 RECOMMENDED CURE PLAN

FIGURE 4

tai TIPTON ASSOCIATES INC.

REVISED 6/19/25

4-612.1

CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA
CASE NO.: 2021-CA-002978
DIV: W

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

AUTOZONE INC., et al.,

Respondents.
_____/

Parcel: 106 and 706

CASE NO. 2021-CA-002978

STIPULATED FINAL JUDGMENT
CATHERINE TONKS, DVM d/b/a SOUTH SEMINOLE ANIMAL HOSPITAL
(With Disbursement Directions to the Clerk)

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY (hereinafter "County") and Respondent **Catherine Tonks, DVM d/b/a South Seminole Animal Hospital** (hereinafter "Respondent") for entry of this Stipulated Final Judgment, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the taking is necessary for a public purpose and it appearing that proper notice being given to all owners, and to all other persons having or claiming any equity, lien, title or other interest in or to the property described on the attached Exhibit "A" and the Court being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of this cause, the subject property, and the parties to this cause pursuant to Chapter 73 and 74 of the Florida Statutes.

2. The pleadings and all other matters filed of record in this cause are sufficient and

were made in good faith.

3. Petitioner, Seminole County has properly exercised its delegated authority and the condemnation was for a valid public purpose and reasonably necessary for such purpose.

4. The Amended Declaration of Taking filed in this cause was made in good faith and based upon a good faith appraisal.

5. The property rights acquired by the Petitioner are designated as Parcels 106 and 706, described in the attached Exhibit "A". The estate or interest acquired as to Parcel 106 is fee simple. The estate or interest acquired as to Parcel 706 is a temporary construction easement with an extended term of two years from June 22, 2025, or the completion of construction, whichever is sooner.

6. The Joint Motion for Entry of Stipulated Final Judgment is approved and incorporated herein by reference.

7. Seminole County previously acquired title and possession of property identified as Parcels 106 and 706 and described in Exhibit "A" attached hereto.

8. Petitioner and Respondent entered into a conditional Mediation Settlement Agreement on June 18, 2025, and terms of that Agreement are incorporated herein by reference. Petitioner and Respondent agree to fully comply with and to be bound by the terms of that Mediation Settlement Agreement.

9. Respondent, **CATHERINE TONKS, DVM d/b/a SOUTH SEMINOLE ANIMAL HOSPITAL** shall have and recover from Petitioner the total sum of eight hundred thousand three hundred seventy-nine dollars and 00/100 cents ($800,379.00), inclusive of Petitioner's previous Court Registry Deposit of **THREE HUNDRED SIX THOUSAND FOUR HUNDRED AND 00/100 ($306,400.00) deposited by the County in July, 2022,** for its interest

in **Parcels 106 and 706** in full settlement of all claims for compensation to be paid by Petitioner to Respondent whatsoever, for the land taken, improvements taken, cure costs, and all damages including severance and business damages, including payment for monetary attorneys' fees and costs, and expert fees and costs ("Settlement Funds"). Of this $800,379 payment, $620,000 is for Respondent's compensation for land, improvements, cure costs, and damages. The remainder is for attorneys' fees and experts costs.

10. Within ten (10) days from the entry of the Stipulated Final Judgment, Petitioner shall issue payment of four hundred ninety three thousand nine hundred seventy nine **DOLLARS AND 00/100 ($493,979.00)** to the Trust Account of Gray Robinson, P.A. and mail said payment to Kent L. Hipp, Esq., Gray Robinson, P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801, who shall be responsible for allocating the described sum to all other interested parties, including, but not limited to, any existing mortgagee or leasehold interest in the property described in Exhibit "A", and all other Respondents.

11. Subject to paragraph 13 below, no additional sums are due and payable from Petitioner to Respondent, or to any person or entity, as a direct or indirect result of Petitioner's taking of Parcels 106 and 706, including without limitation, Respondent's monetary attorney fees and Respondent's experts and other witness fees.

12. The Settlement Funds are subject to all claims, liens and encumbrances of record, including, without limitation, any apportionment claims of any existing mortgagee or leasehold interest in the property described in Exhibit "A", attached hereto.

13. The Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking, the Mediated Settlement Agreement, and to determine non-monetary attorneys' fees, if any. The Court reserves jurisdiction to award attorneys' fees and costs for any supplemental

proceedings pursuant to section 73.0792(2) in connection with the determination of non-monetary benefit attorney fees, if any.

DONE AND ORDERED in Sanford, Seminole County, Florida, this ___ day of _____, 2025.

_____
Honorable Susan Stacey
Circuit Judge

COPIES TO:
Kent Hipp
Kent.hipp@gray-robinson.com
Rachael Crews
Rachael.crews@gray-robinson.com

Richard N. Milian, Esquire
richard.milian@nelsonmullins.com
semonia.davis@nelsonmullins.com

EXHIBIT "A"

Compensation to Owner	$620,000.00
Owner's Expert Costs	$85,749.91
Owner Statutory Atty Fees	$94,629.09
Total Compensation	**$800,379.00**
Prior disbursement from Court Registry	- $306,400.00
Amount Owed to Owner	**$493.979.00**

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

File Number: 2025-672

Title:

A proposed Mediated Settlement Agreement for $600,000 and a Proposed Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees for Nonmonetary Benefits Achieved between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital and 150 Oxford Road, LLC, regarding Parcels 104 & 106/706 of the Oxford Road Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978. District4 - Lockhart **(John Slot, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

John Slot/407-665-5702

Background:

A portion of the properties designated as Parcels 104 & 106 were acquired by the County from the fee owners, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital and 150 Oxford Road LLC ("Respondents"), for the County's Oxford Road Improvement Project. The subject properties are located at 102 Oxford Road and 150 Oxford Road and are within the Casselberry/Fern Park area of unincorporated Seminole County. Both properties are improved with commercial buildings owned by the Respondents and are used as a veterinary clinic and a dermatology billing company respectively. Respondents were named in the eminent domain case proceedings, made a claim for compensation, and previously settled their claims with the County except for attorney fee claims for nonmonetary benefits pursuant to section 73.092(1)(b), F.S.

Pursuant to section 73.092(1)(b), F.S., nonmonetary benefits are awarded when either: (1) the owner's attorney obtains a nonmonetary benefit for the client as part of an eminent domain settlement (such as getting the taking authority to install a fence or

driveway at its cost); or (2) the owner's attorney obtains a client benefit that reduces the amount of compensation owed by the taking authority. This second scenario benefits both the owner and the taking authority. It encourages owners and their counsel to work with the taking authority to implement logical changes that preserve the property's value and reduce overall compensation owed by the taking authority. It discourages owners from concealing practical solutions to maximize their monetary claims (on which the attorney would be paid its statutory monetary benefit fee).

In this case, Respondents' attorneys filed a motion for nonmonetary benefit attorney fees claiming that, through their negotiations with the County, they obtained significant nonmonetary benefits for Respondents. These benefits include 1) ultimately saving Respondents' successful businesses from being wiped out or crippled from the ability to grow and 2) additional land for parking, which the County deeded to Respondents as a condition of the Stipulated Order of Taking entered by the Court in the eminent domain case. Respondents' attorneys argued that these negotiations and benefits achieved entitled them to nonmonetary benefit attorneys' fees under section 73.092(1)(b), F.S.

The parties mediated this issue on June 30, 2025, and reached a proposed settlement. The terms of the proposed settlement are set forth in detail below. Public Works Director John Slot, Assistant County Attorney Cassidy Perdue, and outside counsel for the Oxford Road Improvement Project, Richard Milian of Nelson Mullins Riley & Scarborough, LLP, attended the mediation and recommend approval of the proposed settlement.

TERMS OF THE PROPOSED SETTLEMENT

The proposed settlement, if approved by the Board, would resolve all remaining issues between the owners of Parcels 106 and 104 the County. The settlement generally provides for the following:

- Parcel 106: Gray Robinson, counsel for Catherine Tonks, DVM d/b/a South Seminole Animal Hospital, shall receive $200,000.00 for their nonmonetary benefit attorney fee claim.
- Parcel 104: Gray Robinson, counsel for 150 Oxford Road, LLC, shall receive $400,000.00 for their nonmonetary benefit attorney fee claim.

- Submission of Approved Settlement to the Court: Submit to the Court the Stipulated Final Judgments Based Upon Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved and County issues payment to owners' attorneys of six hundred thousand and 00/100

dollars ($600,000.00) within 10 days from the entry of the Stipulated Final Judgment, which incorporates all final settlement terms following approval of the proposed negotiated settlement by the Board of County Commissioners.

The proposed settlement provides a complete resolution of all remaining issues as to Parcels 106 and 104, which are currently set for an evidentiary hearing in August. It provides certainty to the parties rather than the uncertainty of a court hearing and avoids incurring additional experts' fees and costs for the County and Respondents, which the County would be statutorily required to pay.

Requested Action:

Staff requests the Board approve a Proposed Mediated Settlement Agreement for $600,000 and a Proposed Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees for Nonmonetary Benefits Achieved between Seminole County and Catherine Tonks, DVM d/b/a South Seminole Animal Hospital and 150 Oxford Road, LLC, regarding Parcels 104 & 106/706 of the Oxford Road Improvement Project and as part of eminent domain proceedings in Seminole County Case Number 2021-CA-2978.

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida, Petitioner, v. AUTOZONE INC., et al., Respondents.	CASE NO. 2021-CA-002978 Parcel: 104

MOTION FOR AWARD OF STATUTORY EMINENT DOMAIN ATTORNEY'S FEES BASED UPON NONMONETARY BENEFITS ACHIEVED FOR RESPONDENTS' 150 OXFORD ROAD, LLC AND DERMATOLOGY BILLING ASSOCIATES, INC

Respondents 150 Oxford Road, LLC and Dermatology Billing Associates, Inc. ("Respondents"), pursuant to Section 73.092(1)(b), Fla. Stat., file this Motion for Award of Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved to be paid by Petitioner Seminole County (the "County") and write:

I. Argument Summary

Florida eminent domain law requires an owner's attorney be paid based "solely" on the "benefits achieved" for the attorney's client. Benefits include both monetary and nonmonetary benefits. § 73.092(1), Fla. Stat. Monetary benefits achieved for the client are defined as the difference between the final judgment or settlement and the statutorily required written offers made by the condemning authority to fee owners and business owners. §§ 73.092(1)(a); 73.015(2), Fla. Stat. Nonmonetary benefits are benefits achieved for the client which do not involve the direct payment of money, but which can be reasonably quantified. § 73.092(1)(b), Fla. Stat. Once the monetary or nonmonetary benefit is calculated, section 73.092(1)(c), Fla. Stat., provides the attorney's fees "shall"

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be awarded in accordance with the following schedule: (1) 33% of any benefit up to $250,000; plus (2) 25% of any portion of the benefit between $250,000 and $1 million; plus (3) 20% of any portion of the benefit exceeding $1 million. This statutory formula applies to both monetary and nonmonetary benefits achieved. § 73.092(1)(b), (c), Fla. Stat.

Nonmonetary benefits are awarded when either: (1) the owner's attorney obtains a nonmonetary benefit for the client as part of an eminent domain settlement (such as getting the taking authority to install a fence or driveway at its cost); or (2) the owner's attorney obtains a client benefit that reduces the amount of compensation owed by the taking authority. This second trigger benefits both the owner and the taking authority. It encourages owners and their counsel to work with the taking authority to implement logical changes that preserve the property's value and reduce overall compensation owed by the taking authority. It discourages owners from concealing practical solutions to maximize their monetary claims (on which the attorney would be paid its statutory monetary benefit fee).

For example, assume a taking, as designed, will cause $200,000 in severance damages because it eliminates 10 parking spaces, but if engineering changes are made to the taking authority's construction plans, the parking can be saved, and these damages can be eliminated. The owner benefits by saving the spaces, and the taking authority avoids $200,000 in damages. It now must only pay the statutory nonmonetary benefit fee of $66,000 (33% of the $200,000 benefit), which it would have had to pay either way, because if the changes were not made, the $200,000 severance damage award would

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result in a $66,000 monetary benefit fee. The statutory percentage amounts apply to both monetary and nonmonetary benefits.

Here, through extensive efforts dating back to 2016, Respondents' attorneys obtained significant nonmonetary benefits, which ultimately saved Respondents' successful minority owned and operated business from being wiped out or crippled from the ability to grow. As the evidence will show, this resulted in an exact, easily quantifiable nonmonetary benefit to Respondents and the County of $3,243,620, which results in a $718,724 nonmonetary benefit attorney's fee under section 73.092(1)(c). Respondents' attorneys also negotiated with the County to obtain additional land, which the County deeded to Respondents as a condition of the Stipulated Order of Taking entered by the Court in this case. This donated land was worth $248,349 resulting in a nonmonetary benefit fee of $81,955.17 under section 73.092(1)(c).

II. Material Facts and Background

A. The Property and the Business

1. In 1996, Inga Ellzey opened Dermatology Billing Associates, Inc. (the "Company"), the Respondent business owner in this case.

2. This minority-owned and operated business is the largest single-specialty dermatology billing company in the country. Dermatology practices around the nation are connected to the Company through a cloud-based interface, and the doctors use the Company's system to schedule patient appointments, enter patient data and insurance information, and access patient and insurance information. The Company handles the submission of insurance claims, payments, and accounts receivable. The Company fields phone calls from patients to assist them with billing and insurance issues.

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3. 85% of the staff is comprised of minority groups, and many employees are single mothers who rely on nearby public transportation, which is one reason the Oxford Road location is so important.

4. In 2005, the Company purchased the property and building located at 125 Oxford Road for Company operations.

5. Due to Company growth and expansion, in 2015, the Company purchased the property and building across the street at 150 Oxford Road, hired 16 additional employees, and began operating out of both buildings.

6. Because the Company's servers must be connected, it obtained the requisite permits and ran an expensive T1 computer line under Oxford Road that connects the servers housed in the 125 and 150 Oxford buildings. Thus, the servers, phone, and internet have been fully connected and integrated between the buildings since 2015. Employees operate out of both buildings, which share parking and a kitchen.

7. Due to the connectivity between the Company and the dermatology practices, the Company cannot withstand disruption to operations, because Company clients cannot function without being connected. The Company carefully avoids any downtime, and when it completed the expansion across the street, it was careful to use a holiday weekend with numerous vendors to ensure no business interruptions occurred.

8. Both 125 Oxford and 150 Oxford are owned by Respondent 150 Oxford, LLC, which is another Inga Ellzey entity. Thus, the undersigned represents both Respondents – the fee owner and the Company tenant.

B. The County's Initial 2016 Oxford Road Project Plans Showed a Pond Taking over the 150 Oxford Building

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9. This eminent domain matter began in 2016 when the County initiated negotiations for its Oxford Road Project.

10. The County sought to construct a stormwater retention pond over the 150 Oxford Road building. The proposed pond could have potentially destroyed and wiped out the Company's highly profitable and expanding business. Minimally, the proposed pond would certainly have prevented the Company's ability to grow and take on new customers. Attached here as **Exhibit A** is a map of the County's proposed pond taking.

11. Respondents came to the undersigned in a panic after receiving County communications regarding the planned pond.

12. Respondents had recently purchased the 150 Oxford building to expand business operations and spent well over $200,000 to renovate it and run the underground cable connecting the servers.

13. Respondents were terrified the pond taking would either completely destroy the Company, or minimally, cause it to lose its then-recently added new customers and prevent the Company from taking on any additional customers. The Company had just added several new, large customers and could not operate out of the 125 Oxford building alone. If the pond remained, the Company would have had to discharge these newly added customers and would not be able to sustain future growth.

14. Additionally, the Company could not withstand any downtime for its customers, which the pond would undoubtedly cause. Finally, relocation of the Company was not feasible. The overall Oxford Road location was important due to public transportation for employees, who heavily rely on the same. Also, both the County and the Company searched for potential relocation properties that would be as large as the

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combined 125 and 150 buildings which also had access to public transportation, but no suitable replacements could be found.

15. Respondents hired the undersigned counsel with the adamant and express direction to save the Company and convince the County to change its plans to remove the pond.[1]

C. The Undersigned Successfully Convinced the County to Redesign its Project and Change its Plans to Eliminate the Pond From Respondents' Property

16. Immediately upon being hired by Respondents, the undersigned began diligently working to get the County to redesign its project and eliminate the pond planned for Respondents' property.

17. The undersigned gathered a team of experts and had numerous calls, emails, and meetings with the clients and team to understand the business, the importance of the Oxford location, and the damages the Company would suffer if the County went forward with its planned pond.

18. Ultimately, by November 2016, the business damage expert the undersigned hired (Morgenstern Phifer & Messina, P.A. ("Morgenstern")) produced a business damage assessment report. The Morgenstern report is attached here as **Exhibit B**.

[1] Alternatively, if eliminating the pond was not possible, the Company was open to the County purchasing the entire parent tract (150 Oxford and 125 Oxford) and assisting the Company with relocating to a new location large enough to house all Company operations and with careful coordination so that the Company did not experience any customer downtime. However, the County and the Company were unable to locate another feasible location.

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19. The undersigned asked Morgenstern to estimate damages under 2 scenarios: (1) assuming the business would be wiped out; and (2) assuming the business could continue to operate but with no ability to grow. Morgenstern estimated those amounts, which are reflected in the report as follows:

a. Business Damages assuming the Business would be Wiped Out and Could Not Continue Operations: $7,915,511; and

b. Business Damages assuming the Business Could Continue Operations but With No Growth Potential: $1,146,487.

20. As the testimony from the Company and from Morgenstern at the evidentiary hearing for this matter will show, the Morgenstern damage calculations were conservative, because the Company achieved much greater actual growth than was predicted in 2016.

21. As hearing testimony and documentary evidence will show, the following chart summarizes the Company's actual growth from 2016 to date:

	2016	**2024**
Number of Providers Served	325	350
Number of Practices Served	85	113
Number of States Served	32	36
Number of Company Employees	55	103
Annual Charges Billed for Clients	$170M	$564M
Answered Calls per Month	4,840	7,000
Gross Revenue	$5.7M	$12.25M

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22. In many cases, the parties and the Court must rely on damage estimates, which can be subject to challenge based on underlying assumptions or predictions as to future events such as what a company's growth will be in the future.

23. Here, however, there is no such issue, and the benefit achieved for the Company is easily and concretely quantifiable based on actual economic reality. This is because so much time has passed since Morgenstern's initial 2016 estimates, the Court and the parties have the benefit of being able to measure the Company's **actual** growth and do not have to rely on estimates.

24. To calculate the actual benefit achieved, Morgenstern updated the damage calculations based on the Company's actual growth since 2016. That updated report is attached here as **Exhibit C** ("Morgenstern Updated Report"). Unlike the 2016 Morgenstern report, which estimated value and projected growth, the Morgenstern Updated Report is exact and based on actual growth and actual profits achieved by the Company from 2016 to date.

25. As reflected in the Morgenstern Updated Report, using the Company's actual financial growth since 2016, the business wipeout damage claim should have been $18,124,111, rather than the $7,915,511 predicted in 2016. The no-growth damage claim should have been $3,243,620 rather than the $1,146,487 predicted in 2016.

26. After corresponding by email and phone regarding saving this business and removing the pond, the undersigned first met with County representatives and the County attorney on December 6, 2016.

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27. At the December 2016 meeting, the undersigned presented a comprehensive PowerPoint to the County outlining the Company's business and setting out the Morgenstern damage estimates.

28. At and after the meeting, the County communicated it now understood the gravity of the situation and promised to work toward a solution that would save the business. After several follow up calls and emails by the undersigned, the County indicated it was trying to change its plans to reduce the taking on Respondents' property by eliminating the pond and replacing it with a strip taking.

29. By March of 2017, the County sent the undersigned revised County plans showing the pond had been eliminated from Respondents' property. The County's plans were changed to take 4,617 SF from Respondents along Oxford Road. A diagram illustrating the revised strip taking is attached here as **Exhibit D**.

30. As a result of the undersigned's efforts, the County changed its plans to remove the pond from Respondents' property, thereby eliminating business damages.

D. The County Deeded Additional Property to Respondent 150 Oxford Road, LLC due to the Undersigned's Efforts

31. As a result of the undersigned's efforts and to avoid millions of dollars in business damages, the County's taking was revised to a 4,617 square foot strip taking from the front of the 150 Oxford Road frontage. This new proposed taking reduced the lot depth from 84.5 feet to 58.5 feet, compressing an already narrow site configuration. Additionally, the taking eliminated fourteen (14) essential parking spaces and restricted any chance of building expansion to accommodate Company growth.

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32. While obviously far better than the pond taking, the compressed lot configuration and loss of parking posed significant operational problems for the Company, which was actively expanding and hiring additional employees.

33. Again, the Company's counsel consulted with its expert team in an effort to completely eliminate potential severance and business damages. The undersigned hired Engineer Bill Tipton, Jr., P.E. ("Tipton") on Respondents' behalf, who together with the undersigned counsel, developed an innovative off-site solution that fixed parking, circulation, and access and which also would allow for future building expansion. The proposal called for an adjacent owner and developer to provide a 75-foot wide strip of land to the County for the County to deed to 150 Oxford Road, LLC. This strip of land, which the County actually deeded to Respondent, combined with Tipton's cure plan, fixed the parking issues and allowed for the continued growth and functionality of the property.

34. The Stipulated Order of Taking entered between Respondents and the County required the 13,071 SF property strip be deeded to Respondents, which deed was conveyed on June 28, 2022, and recorded on July 6, 2022. This additional land eliminated any further possible severance or business damage claims. A copy of the Second Amended Stipulated Order of Taking, dated June 15, 2022, is attached here as **Exhibit E** and the recorded deed is attached hereto as **Exhibit F**.

35. The land value for the donated strip is $248,349 based on $19/SF.[2]

36. The Parties attended a mediation in March of 2025 wherein a settlement was reached on all issues except the amount of Respondents' nonmonetary attorneys'

[2] The County's expert valued the land taken at $18/SF, and Respondents' expert valued the land taken at $20/SF.

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fees. Tipton's cure plan, which included the use of the donated land, was a critical part of the settlement and was attached to the same. A copy of the Tipton plan using the donated land is attached here as **Exhibit G**.

III. Legal Argument

A. Entitlement to Attorney's Fees Under Florida Eminent Domain Law

i. Florida Mandates Benefit-Based Fees in Eminent Domain Cases for Fee Owners and Business Owners

Florida's eminent domain fee statute has undergone significant revisions dating back to 1976. As the eminent domain fee statute evolved, the Legislature increasingly moved away from an hourly, lodestar approach and toward a benefits only based fee approach:

- From 1976 to 1990, fees were based on hours billed and a lodestar list of factors, and one of the factors the court could consider was the benefit achieved for the client. § 73.092, Fla. Stat. (1976).
- In 1990, the statute was amended to provide that the courts were to give the "greatest weight" to the benefits achieved for the client. § 73.092, Fla. Stat. (1990). When this version of the statute was operable, courts typically calculated the fee based on a lodestar hourly calculation with a "bonus" added based on some percentage of the benefit achieved.
- In 1994, the Legislature eliminated the lodestar approach and mandated fees be based "solely" on the benefits achieved for the client. § 73.092(1), Fla. Stat. (1994).
- In 1999, the Legislature clarified taking authorities must provide written offers to fee owners and business owners so their benefit-based fees could be easily calculated. § 73.015(1), (2), Fla. Stat. (1999).

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ii. Section 73.092 Provides for Benefit Based Fees for Monetary and Nonmonetary Benefits

Monetary based benefit fees are calculated based on the difference between the statutorily required written offer for monetary compensation made by the taking authority to fee owners and business owners and the final monetary settlement or judgment awarded.[3] § 73.092(1)(a), Fla. Stat. (2025). Nonmonetary based benefit fees are calculated based on the value of the nonmonetary benefit achieved by the client's attorney. § 73.092(1)(b), Flat. Stat. (2025).[4] In both instances, the benefit based fees are calculated based on the following statutory schedule:

> Attorney's fees based on benefits achieved **shall** be awarded in accordance with the following schedule:
>
> 1. Thirty-three percent of any benefit up to $250,000; plus
> 2. Twenty-five percent of any portion of the benefit between $250,000 and $1 million; plus
> 3. Twenty percent of any portion of the benefit exceeding $1 million.

§ 73.092(c), Fla. Stat. (2025) (emphasis added).

B. Respondents are Entitled to a Nonmonetary Benefit Fee For Changing the County's Pond Taking to a Strip Taking

Following extensive advocacy, expert reports, and detailed economic impact analysis, Respondents' counsel successfully persuaded the County to remove the

[3] For example, if the taking authority's statutory offer to an owner is $100,000, and the owner's attorney settles the matter for $400,000, the benefit achieved is $300,000, and § 73.092(c)'s statutory formula is then applied to that benefit. Thus, the attorney fee would be $95,000 ($250,000 x 33% = $82,500; $50,000 x 25% = $12,500 for a total fee of $95,000).

[4] For example, if an engineering change achieved by the owner's attorney eliminated $300,000 of severance damages, the benefit achieved is $300,000, and § 73.092(c)'s statutory formula is then applied to that benefit. Thus, the attorney fee would be $95,000 ($250,000 x 33% = $82,500; $50,000 x 25% = $12,500 for a total fee of $95,000).

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retention pond planned for Respondents' property, thereby preventing the loss of millions of dollars, for which the County would be responsible for paying.

As set out above, the Company uses a cloud-based interface that provides doctors with a system to schedule patient appointments, enter new patient data, perform patient insurance eligibility requirements, access insurance information to determine what co-payments to accept and what deductibles to apply, and access patient medical records. The employees and systems of the Company at Oxford Road are responsible for the submission of insurance claims, payments, accounts receivable managements, and patient statement management.

The Company's success is contingent upon continuous and uninterrupted access to its office and operational infrastructure. Any downtime would have rendered hundreds of dermatology practices across the country unable to schedule patient appointments, enter and process insurance claims, access patient medical records, and receive insurance payments. Arguably, the loss of function at this location could have completely disrupted the business, forcing clients to seek alternative providers, thereby wiping out the company's operations.

While the County could argue the Company would not have completely shut down its operations if the pond taking went forward, there is no credible argument that the pond taking would not have halted the Company's then-existing and future growth. As testimony will show, the Company simply could not operate out of one-half of its premises, and there were no suitable locations for relocation – especially considering no downtime for the relocation was possible without the business losing most, if not all, its customers.

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Assuming the business was not wiped out, it would have had to discharge several big new clients it had just secured, and future growth would be impossible. The business could not service its then-recently added clients out of the 125 Oxford building alone. Without the 150 Oxford building, the Company would not be able to accommodate any new growth or clients.

Through the efforts of Respondents' attorneys, Respondent achieved a benefit that saved its successful business and preserved its growth potential. While the undersigned counsel could certainly argue they are entitled to a benefit fee based on the elimination of then-estimated $7,915,511 business wipe-out claim and the actual business wipe-out claim of $18,124,111 – it has chosen not to do so.[5] Rather than arguing over whether a wipeout would have occurred, Respondents are seeking a nonmonetary benefit fee based on the undeniable no-growth damage benefit counsel achieved. This benefit is easily and exactly quantifiable and not subject to attack or debate, because the parties and the Court now have the financial data showing the actual growth achieved by virtue of the Company being able to continue operations out of both buildings and expand its client base.

By the pond's elimination, Respondents' counsel prevented at least $3,243,620 in business damages the County would have had to pay for the Company's inability to grow. Thus, Respondents' counsel are entitled to a nonmonetary fee of $718,724 under section

[5] For the $18,124,111 business damage avoidance benefit, the undersigned would be entitled to a nonmonetary benefit fee of $3,694,822. For the 2016 estimated business damage avoidance benefit, the undersigned would be entitled to a nonmonetary benefit fee of $1,653,102.

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73.092(1)(b) based on that benefit.[6] *FDOT v. RFT Partnership*, 906 So. 2d 1161, 1167 (Fla. 2nd DCA 2005) (it is clear a nonmonetary benefit achieved by the owner's attorneys warrants an attorneys' fee award if it has the effect of benefiting both the owner and the condemning authority by reducing the compensation otherwise payable by the condemning authority); *FDOT v. CNL Income Fund VIII, Ltd.*, 823 So. 2d 147 (Fla. 5th DCA 2002) (nonmonetary benefit fee owed when owner's attorney obtained a variance which reduced severance damages and benefited both the owner and the condemning authority); *FDOT v. Winter Park Golf Club, Inc.*, 687 So. 2d 970 (Fla. 5th DCA 1997) (benefit fee awarded where owner's attorney convinced FDOT to change its construction plans to eliminate an easement and thus avoid a large severance damage claim).

The County's original plan to construct a stormwater retention pond on Respondents' property would have required total demolition of one of its commercial buildings, which under the worst case scenario, would have forced the Company to permanently close, and under the best case scenario, would have resulted in a loss of recently added customers and the loss of growth potential. Both scenarios would have resulted in catastrophic financial losses for which the County would be responsible.

In this case, Respondents have concrete data and financial certainty because so much time has passed since the initial reports were prepared. From 2016 to 2024, the Company's revenues grew from $5.7M to $12.3M (and counting). When compared to the Company's actual growth, the 2016 estimated damages for lost growth alone would be $3,243,620. Thus, here, there can be **no** argument as to what benefit was actually

[6] $250,000 X 33% = $82,500 PLUS $750,000 X 25% = $187,500 PLUS $2,243,620 X 20% = $448,724. $82,500 + $187,500 + $448,724 = $718,724

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achieved; it is easily quantifiable with concrete data. Under Florida law, the Court should use the actual growth achieved ($3,243,620) to calculate the benefit fee. *System Components Corp. v. FDOT*, 14 So. 3d 967, 976 (Fla. 2009) (when possible business damages should be based on a business's continued existence and the true economic realities of the given case). In *System Components*, a company estimated its projected business damages from an eminent domain case, but the business relocated to another property and continued operating. Thus, the parties and the court were able to calculate the actual damages based on the economic reality of the situation. The Florida Supreme Court held, where, like here, enough time passes such that the Court can determine the actual financial impact based on real-world data, that economic reality must control as opposed to initial damage estimates.

C. Respondents Are Also Entitled to a Nonmonetary Benefit Fee For Obtaining The Additional Land and Eliminating any Remaining Severance or Business Damages

After successfully advocating for pond removal, Respondents' attorneys then turned their efforts to eliminating any remaining severance or business damages. The County's revised taking of 4,617 SF compressed an already narrow site configuration. The revised taking eliminated 14 parking spaces and prevented the potential for building expansion. The Company was already facing the need for more parking and building expansion to accommodate its rapid growth.

Respondents' counsel worked with their expert engineer Tipton to create an innovative solution to solve all of these problems and to allow for the continued growth and functionality of the property and the Company. He calculated exactly how much additional property Respondents needed, and Respondents' attorneys were able to

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negotiate a deal whereby an adjacent owner gave land to Respondents through the County. This additional property, coupled with Tipton's cure plan, eliminated any remaining severance or business damages.

Thus, Respondents' attorneys are entitled to a nonmonetary benefit for the additional land the County deeded to Respondents for two separate reasons. First, like the pond relocation discussed above, the undersigned's efforts achieved a client benefit, which reduced damages the County would have to pay. Second and more on point, the donated land and Tipton's cure were part of the County settlements. Specifically, the County deeded this additional land to Respondents through the Second Amended Stipulated Order of Taking. *RFT Partnership*, 906 So. 2d at 1167 (if any nonmonetary benefit is achieved by owner's attorney and is made part of an eminent domain settlement, nonmonetary benefit fees should be awarded); *Florida Inland Navigation District v. Humphreys*, 616 So. 2d 494 (Fla. 5th DCA 1993) (nonmonetary fees awarded where the attorney negotiated a leaseback of the property for no rent, the use of a barn on the premises, and relocation of pumping easements and culverts); *Broward Cnty. v. LaPointe*, 685 So. 2d 889 (Fla. 4th DCA 1997) (Nonmonetary fees awarded where the attorney negotiated the receipt of back rent from a billboard tenant, the right to lease back portions of the property taken to erect new billboards, and an agreement that required the county to install an environmental remediation system that would cure both the property taken and the owner's remaining property).

The land the County gave to Respondent through settlement to avoid damages was worth $248,349 resulting in a nonmonetary benefit of $81,955.17.

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IV. Conclusion

Florida law provides in eminent domain proceedings, attorney's fees are to be awarded based on both monetary and nonmonetary benefits achieved for the client. § 73.092(1)(a), (b), Fla. Stat. (2025). The fees are calculated based on the percentage formula set out in section 73.092(1)(c). Here, Respondents' counsel achieved the following nonmonetary benefits and should be awarded the corresponding benefit fees under section 73.092(1)(c) as follows:

1. Avoidance of Respondent Dermatology Billing Associates, Inc.'s business damages of $3,234,620 based on actual, concrete data resulting in a nonmonetary benefit fee of $718,724; and

2. Acquisition of 13,071 SF of additional land deeded to Respondent 150 Oxford Road, LLC by the County as part of the eminent domain settlement resulting in a benefit of $248,349 and a nonmonetary benefit fee of $81,955.

WHEREFORE, Respondents 150 Oxford Road, LLC and Dermatology Billing Associates, Inc. collectively request the Court award nonmonetary benefit fees in the total amount of $967,073 and any other relief the Court deems necessary or appropriate.

CERTIFICATE OF CONFERRAL

I certify prior to filing this motion I discussed the relief requested herein in person on December 13, 2024, and March 14, 2025, and by phone on April 9, 2025, with the County's counsel Richard Milian, and no agreement was reached.

/s/ Rachael M. Crews
Kent L. Hipp, Esquire
Florida Bar No. 879630
Rachael M. Crews, Esquire
Florida Bar No. 795321

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Kent.Hipp@Gray-Robinson.com
rachael.crews@gray-robinson.com
mariah.richardson@gray-robinson.com
Carol.Ramirez@Gray-Robinson.com
jamal.wilson@gray-robinson.com
GRAYROBINSON, P.A.
Post Office Box 3068
Orlando, Florida 32802
407-843-8880
Counsel for Respondents 150 Oxford Road, LLC and Dermatology Billing Associates, Inc.

CERTIFICATE OF SERVICE

I hereby certify I electronically filed the foregoing with the Clerk of the Court by using the eFiling Portal, which will electronically serve a copy of the foregoing to all registered participants this 10th day of April, 2025.

/s/ Rachael M. Crews
RACHAEL M. CREWS, ESQUIRE
Florida Bar No. 795321

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Exhibit A

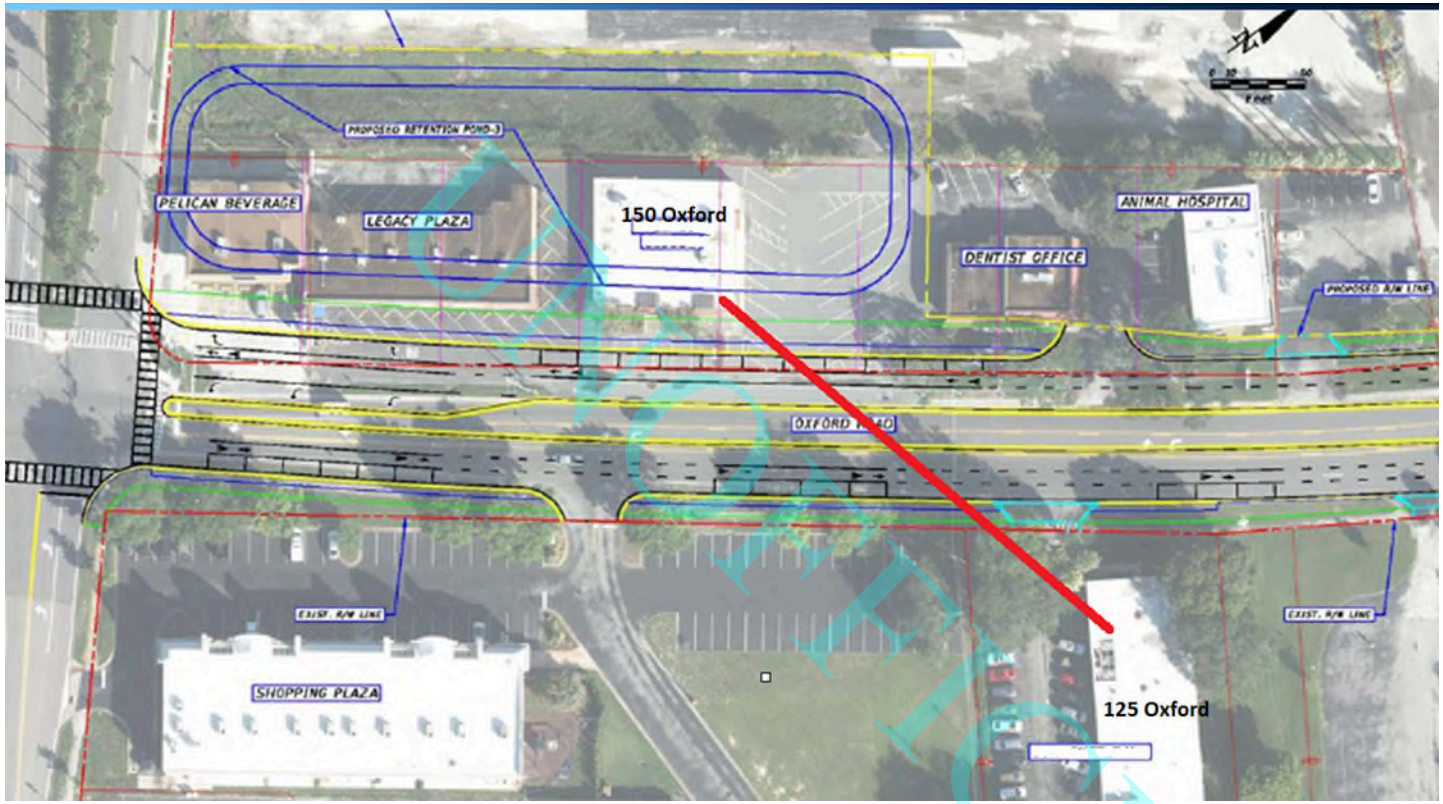

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
SUMMARY OF PRELIMINARY BUSINESS DAMAGE CALCULATIONS

Business Damage Method	Calculated Business Damages
Business damages due to reduced growth potential	$ 1,146,487
Business damages due to permanent loss	$ 800,308

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
PRELIMINARY BUSINESS DAMAGE
DUE TO REDUCED GROWTH POTENTIAL FOLLOWING TAKE

PER FORM 1120S (As Reclassified)	**FIVE YEARS ENDED DECEMBER 31, 2015 Weighted Average Year Before Take**	**After Take**	**Calculated Business Damages**
INCOME BEFORE INCOME TAXES	$ 1,348,069	$ 1,348,069	
DEPRECIATION AND OCCUPANCY ADJUSTMENT:			
Add non-cash depreciation expense	11,530	11,530	
Subtract allowance for capital improvements	(15,000)	(15,000)	
OWNER'S COMPENSATION ADJUSTMENT:			
Add owner's compensation	60,001	60,001	
Subtract economic owner's compensation	(140,000)	(140,000)	
ADJUSTED CASH FLOWS	1,264,600	1,264,600	
MULTIPLIED BY PRESENT VALUE FACTOR *(a)*	6.2593	5.3527	
PRESENT VALUE OF ADJUSTED CASH FLOWS	**$ 7,915,511**	**$ 6,769,024**	**$ 1,146,487**

***(a)* - Present value factor:**

Interest rate	15%	18%
Term:		
Date of estimated impact	10/31/16	10/31/16
Estimated lease end date	10/31/36	10/31/36
Years	20.0	20.0
Present value factor	6.2593	5.3527

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DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
PRELIMINARY CALCULATION OF BUSINESS DAMAGES DUE TO PERMANENT LOSS

PER FORM 1120S (As Reclassified)	FIVE YEARS ENDED DECEMBER 31, 2015 WEIGHTED AVERAGE YEAR	COMPONENTS FIXED $	FIXED %	VARIABLE $	VARIABLE %	CALCULATED LOSS AT 3%
SALES	$5,307,755	$ -	0%	$5,307,755	100%	$ 159,233
OTHER INCOME	20,568	-	0%	20,568	100%	617
TOTAL INCOME	5,328,323	-		5,328,323		159,850
EXPENSES:						
Compensation of officers	60,001	60,001	100%	-	0%	-
Salaries and wages	2,202,101	1,651,576	75%	550,525	25%	16,516
Repairs and maintenance	36,743	27,557	75%	9,186	25%	276
Rents	159,348	159,348	100%	-	0%	-
Payroll taxes	184,651	140,335	76%	44,316	24% *(a)*	1,329
Taxes and licenses	2,162	2,162	100%	-	0%	-
Depreciation	11,530	11,530	100%	-	0%	-
Advertising	114,275	114,275	100%	-	0%	-
Employee benefit programs	201,221	152,928	76%	48,293	24% *(a)*	1,449
100% meals	21,685	16,264	75%	5,421	25%	163
Automobile expenses	31,420	23,565	75%	7,855	25%	236
Bank charges	834	625	75%	209	25%	6
Business gifts	4,333	4,333	100%	-	0%	-
Computer / network	74,435	37,217	50%	37,218	50%	1,117
Contract labor	520,819	260,409	50%	260,410	50%	7,812
Dues and subscriptions	10,889	8,167	75%	2,722	25%	82
Insurance	32,998	24,748	75%	8,250	25%	248
Meals and entertainment	10,310	7,732	75%	2,578	25%	77
Meetings and seminars	3,110	2,332	75%	778	25%	23
Postage	76,064	38,032	50%	38,032	50%	1,141
Professional fees	19,226	19,226	100%	-	0%	-
Security	1,414	1,414	100%	-	0%	-
Supplies	95,069	71,302	75%	23,767	25%	713
Telephone	41,283	30,962	75%	10,321	25%	310
Travel	40,488	30,366	75%	10,122	25%	304
Utilities	22,514	16,885	75%	5,629	25%	169
Miscellaneous expense	1,331	665	50%	666	50%	20
Total Expenses	3,980,254	2,913,956		1,066,298		31,991
INCOME BEFORE INCOME TAXES	$1,348,069	$(2,913,956)		$4,262,025		127,859
MULTIPLY BY PRESENT VALUE FACTOR *(b)*						6.2593
CALCULATED BUSINESS DAMAGES DUE TO PERMANENT LOSS						**$ 800,308**

***(a)* - Calculated in the same ratio as variable wages to total wages**

***(b)* - Present value factor**

Interest rate	15%
Term:	
Date of effect (estimated)	10/31/16
Lease end date (estimated)	10/31/36
Term (years)	20.0
Present value factor	6.2593

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
HISTORICAL REVENUES AND EXPENSES
FOR THE FIVE YEARS ENDED DECEMBER 31, 2015

PER FORM 1120S (As Reclassified)	YEAR ENDED DECEMBER 31,					FIVE YEARS ENDED DECEMBER 31, 2015	
	2011	2012	2013	2014	2015*	SIMPLE AVERAGE YEAR	WEIGHTED AVERAGE YEAR
SALES	$4,461,868	$4,533,182	$5,049,037	$5,654,799	$5,664,356	$ 5,072,648	$ 5,307,755
OTHER INCOME	36,992	29,257	26,250	19,907	10,928	24,667	20,568
TOTAL INCOME	4,498,860	4,562,439	5,075,287	5,674,706	5,675,284	5,097,315	5,328,323
EXPENSES:							
Compensation of officers	60,000	60,007	60,000	60,000	60,000	60,001	60,001
Salaries and wages	1,540,360	2,049,462	2,423,797	2,429,195	2,080,811	2,104,725	2,202,101
Repairs and maintenance	57,174	38,340	33,457	32,672	37,245	39,778	36,743
Rents	139,966	170,774	175,306	163,192	146,005	159,049	159,348
Payroll taxes	142,019	181,072	192,843	201,719	176,040	178,739	184,651
Taxes and licenses	1,337	2,412	2,029	2,916	1,705	2,080	2,162
Depreciation	15,602	3,143	788	998	28,940	9,894	11,530
Advertising	6,274	1,403	2,405	184,361	192,078	77,304	114,275
Employee benefit programs	179,226	199,640	187,766	242,969	180,927	198,106	201,221
100% meals	36,801	31,545	21,904	16,327	18,873	25,090	21,685
Automobile expenses	19,574	30,678	27,792	30,053	37,355	29,090	31,420
Bank charges	261	158	441	2,137	411	682	834
Business gifts	8,691	71	-	4,545	7,596	4,181	4,333
Computer / network	66,824	73,159	77,582	70,494	77,733	73,158	74,435
Contract labor	710,126	473,721	336,564	363,668	738,072	524,430	520,819
Dues and subscriptions	5,464	9,008	10,019	21,469	4,784	10,149	10,889
Insurance	20,238	22,791	24,998	45,475	34,452	29,591	32,998
Meals and entertainment	15,586	3,858	11,468	9,110	12,101	10,425	10,310
Meetings and seminars	2,977	1,196	179	2,675	6,010	2,607	3,110
Postage	42,797	63,103	55,568	84,432	93,505	67,881	76,064
Professional fees	21,778	23,446	28,484	17,050	13,213	20,794	19,226
Security	-	108	2,419	1,453	1,585	1,113	1,414
Supplies	99,763	110,259	95,201	80,304	99,787	97,063	95,069
Telephone	38,128	48,977	48,126	37,593	37,682	42,101	41,283
Travel	52,661	51,815	52,960	42,401	24,510	44,869	40,488
Utilities	19,634	20,693	21,423	22,627	24,382	21,752	22,514
Miscellaneous expense	-	1,851	-	4,067	-	1,184	1,331
Total Expenses	3,303,261	3,672,690	3,893,519	4,173,902	4,135,802	3,835,836	3,980,254
INCOME BEFORE INCOME TAXES	$ 1,195,599	$ 889,749	$ 1,181,768	$ 1,500,804	$ 1,539,482	$ 1,261,479	$ 1,348,069
Compensation of officers:							
Ingeborg C. Ellzey	$ 60,000	$ 60,007	$ 60,000	$ 60,000	$ 60,000	$ 60,001	$ 60,001
	$ 60,000	$ 60,007	$ 60,000	$ 60,000	$ 60,000	$ 60,001	$ 60,001

** - Combined amounts per Form 1120S for the 6 months ended June 30, 2015 and trial balance for the 6 months ended December 31, 2015*

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
PRELIMINARY BUSINESS DAMAGE CALCULATION DUE TO PERMANENT CLOSURE
BASED ON THE CAPITALIZED CASH FLOW METHOD

PER FORM 1120S (As Reclassified)	YEAR ENDED DECEMBER 31,					FIVE YEARS ENDED DECEMBER 31, 2015	
	2011	2012	2013	2014	2015*	SIMPLE AVERAGE YEAR	WEIGHTED AVERAGE YEAR
INCOME BEFORE INCOME TAXES	$ 1,195,599	$ 889,749	$ 1,181,768	$ 1,500,804	$ 1,539,482	$ 1,261,479	$ 1,348,069
DEPRECIATION AND OCCUPANCY ADJUSTMENT:							
Add non-cash depreciation expense	15,602	3,143	788	998	28,940	9,894	11,530
Subtract allowance for capital improvements	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
OWNER'S COMPENSATION ADJUSTMENT:							
Add owner's compensation	60,000	60,007	60,000	60,000	60,000	60,001	60,001
Subtract economic owner's compensation	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)
ADJUSTED CASH FLOWS	1,116,201	797,899	1,087,556	1,406,802	1,473,422	1,176,374	1,264,600
MULTIPLIED BY PRESENT VALUE FACTOR *(a)*	6.2593	6.2593	6.2593	6.2593	6.2593	6.2593	6.2593
CALCULATED BUSINESS DAMAGES DUE TO LOSS OF CASH FLOWS	**$ 6,986,637**	**$ 4,994,289**	**$ 6,807,339**	**$ 8,805,596**	**$ 9,222,590**	**$ 7,363,278**	**$ 7,915,511**

** - Combined amounts per Form 1120S for the 6 months ended June 30, 2015 and trial balance for the 6 months ended December 31, 2015*

***(a)* - Present value factor:**

Interest rate	15%
Term:	
Date of estimated impact	10/31/16
Estimated lease end date	10/31/36
Years	20.0
Present value factor	6.2593

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
PRELIMINARY BUSINESS DAMAGE CALCULATION DUE TO PERMANENT CLOSURE
BASED ON THE CAPITALIZED CASH FLOW METHOD

PER FORM 1120S (As Reclassified)	YEAR ENDED DECEMBER 31,					FIVE YEARS ENDED DECEMBER 31, 2015	
	2011	2012	2013	2014	2015*	SIMPLE AVERAGE YEAR	WEIGHTED AVERAGE YEAR
INCOME BEFORE INCOME TAXES	$ 1,195,599	$ 889,749	$ 1,181,768	$ 1,500,804	$ 1,539,482	$ 1,261,479	$ 1,348,069
DEPRECIATION AND OCCUPANCY ADJUSTMENT:							
Add non-cash depreciation expense	15,602	3,143	788	998	28,940	9,894	11,530
Subtract allowance for capital improvements	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
OWNER'S COMPENSATION ADJUSTMENT:							
Add owner's compensation	60,000	60,007	60,000	60,000	60,000	60,001	60,001
Subtract economic owner's compensation	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)	(140,000)
ADJUSTED CASH FLOWS	1,116,201	797,899	1,087,556	1,406,802	1,473,422	1,176,374	1,264,600
MULTIPLIED BY PRESENT VALUE FACTOR *(a)*	5.3527	5.3527	5.3527	5.3527	5.3527	5.3527	5.3527
CALCULATED BUSINESS DAMAGES DUE TO LOSS OF CASH FLOWS	**$ 5,974,689**	**$ 4,270,914**	**$ 5,821,361**	**$ 7,530,189**	**$ 7,886,786**	**$ 6,296,777**	**$ 6,769,024**

** - Combined amounts per Form 1120S for the 6 months ended June 30, 2015 and trial balance for the 6 months ended December 31, 2015*

***(a)* - Present value factor:**

Interest rate	18%
Term:	
Date of estimated impact	10/31/16
Estimated lease end date	10/31/36
Years	20.0
Present value factor	5.3527

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Exhibit B

DERMATOLOGY BILLING ASSOCIATES, INC.
150 OXFORD ROAD, CASSELBERRY, FLORIDA
HISTORICAL REVENUE AND EXPENSE GROWTH RATES

PER FORM 1120S (As Reclassified)	YEAR ENDED DECEMBER 31,				2012 - 2015 SIMPLE AVERAGE GROWTH RATE	2012 - 2015 COMPOUND AVERAGE GROWTH RATE
	2012	2013	2014	2015*		
SALES	1.6%	11.4%	12.0%	0.2%	6.3%	6.1%
OTHER INCOME	-20.9%	-10.3%	-24.2%	-45.1%	-25.1%	-26.3%
TOTAL INCOME	1.4%	11.2%	11.8%	0.0%	6.1%	6.0%
EXPENSES:						
Compensation of officers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Salaries and wages	33.1%	18.3%	0.2%	-14.3%	9.3%	7.8%
Repairs and maintenance	-32.9%	-12.7%	-2.3%	14.0%	-8.5%	-10.2%
Rents	22.0%	2.7%	-6.9%	-10.5%	1.8%	1.1%
Payroll taxes	27.5%	6.5%	4.6%	-12.7%	6.5%	5.5%
Taxes and licenses	80.4%	-15.9%	43.7%	-41.5%	16.7%	6.3%
Depreciation	-79.9%	-74.9%	26.6%	2799.8%	667.9%	16.7%
Advertising	-77.6%	71.4%	7565.7%	4.2%	1890.9%	135.2%
Employee benefit programs	11.4%	-5.9%	29.4%	-25.5%	2.4%	0.2%
100% meals	-14.3%	-30.6%	-25.5%	15.6%	-13.7%	-15.4%
Automobile expenses	56.7%	-9.4%	8.1%	24.3%	19.9%	17.5%
Bank charges	-39.5%	179.1%	384.6%	-80.8%	110.9%	12.0%
Business gifts	-99.2%	-100.0%	#DIV/0!	67.1%	#DIV/0!	-3.3%
Computer / network	9.5%	6.0%	-9.1%	10.3%	4.2%	3.9%
Contract labor	-33.3%	-29.0%	8.1%	103.0%	12.2%	1.0%
Dues and subscriptions	64.9%	11.2%	114.3%	-77.7%	28.2%	-3.3%
Insurance	12.6%	9.7%	81.9%	-24.2%	20.0%	14.2%
Meals and entertainment	-75.2%	197.3%	-20.6%	32.8%	33.6%	-6.1%
Meetings and seminars	-59.8%	-85.0%	1394.4%	124.7%	343.6%	19.2%
Postage	47.4%	-11.9%	51.9%	10.7%	24.5%	21.6%
Professional fees	7.7%	21.5%	-40.1%	-22.5%	-8.4%	-11.7%
Security	#DIV/0!	2139.8%	-39.9%	9.1%	#DIV/0!	#NUM!
Supplies	10.5%	-13.7%	-15.6%	24.3%	1.4%	0.0%
Telephone	28.5%	-1.7%	-21.9%	0.2%	1.3%	-0.3%
Travel	-1.6%	2.2%	-19.9%	-42.2%	-15.4%	-17.4%
Utilities	5.4%	3.5%	5.6%	7.8%	5.6%	5.6%
Miscellaneous expense	#DIV/0!	-100.0%	#DIV/0!	-100.0%	#DIV/0!	#NUM!
Total Expenses	11.2%	6.0%	7.2%	-0.9%	5.9%	5.8%
INCOME BEFORE INCOME TAXES	-25.6%	32.8%	27.0%	2.6%	9.2%	6.5%

** - Combined amounts per Form 1120S for the 6 months ended June 30, 2015, and trial balance, other expense detail and client schedule for the 6 months ended December 31, 2015*

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Exhibit C

DERMATOLOGY BILLING ASSOCIATES, INC.

SUMMARY OF CALCULATED BUSINESS DAMAGES

Calculated business damages based on permanent closure	**$**	**18,124,111**
Calculated business damages based on reduced growth		
Present value of annual earnings (before take)	$	18,124,111
Present value of annual earnings (after take)		14,880,491
Calculated business damages based on reduced growth	**$**	**3,243,620**

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DERMATOLOGY BILLING ASSOCIATES, INC.

CALCULATED BUSINESS DAMAGES BASED ON PERMANENT CLOSURE

PER INCOME STATEMENTS (As Reclassified)	YEAR ENDED DECEMBER 31,									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	Thereafter *(b)*
INCOME BEFORE INCOME TAXES	$ 1,066,792	$ 1,578,060	$ 2,102,462	$ 2,752,892	$ 2,750,068	$ 5,722,856	$ 4,347,121	$ 3,483,364	$ 4,413,735	
ADJUSTMENTS										
Add PPP loan interest expense	-	-	-	-	4,058	3,594	-	-	-	
Subtract gain on loan forgiveness	-	-	-	-	-	(697,708)	-	-	-	
ADJUSTED ANNUAL EARNINGS	1,066,792	1,578,060	2,102,462	2,752,892	2,754,126	5,028,742	4,347,121	3,483,364	4,413,735	22,151,653
MULTIPLIED BY PRESENT VALUE FACTOR *(a)*	0.8696	0.7561	0.6575	0.5718	0.4972	0.4323	0.3759	0.3269	0.2843	0.2472
PRESENT VALUE	$ 927,682	$ 1,193,171	$ 1,382,369	$ 1,574,104	$ 1,369,351	$ 2,173,925	$ 1,634,083	$ 1,138,712	$ 1,254,825	$ 5,475,889
TOTAL PRESENT VALUE	**$ 18,124,111**									

(a) - Present value based on 15% discount rate

(b) - Years after 2024 discounted for 10 additional years based on 2024 adjusted net earnings

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Exhibit C

DERMATOLOGY BILLING ASSOCIATES, INC.

CALCULATED BUSINESS DAMAGES BASED ON PERMANENT CLOSURE

PER INCOME STATEMENTS (As Reclassified)	YEAR ENDED DECEMBER 31,									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	Thereafter *(b)*
INCOME BEFORE INCOME TAXES	$ 1,066,792	$ 1,578,060	$ 2,102,462	$ 2,752,892	$ 2,750,068	$ 5,722,856	$ 4,347,121	$ 3,483,364	$ 4,413,735	
ADJUSTMENTS										
Add PPP loan interest expense	-	-	-	-	4,058	3,594	-	-	-	
Subtract gain on loan forgiveness	-	-	-	-	-	(697,708)	-	-	-	
ADJUSTED ANNUAL EARNINGS	1,066,792	1,578,060	2,102,462	2,752,892	2,754,126	5,028,742	4,347,121	3,483,364	4,413,735	19,835,766
MULTIPLIED BY PRESENT VALUE FACTOR *(a)*	0.8475	0.7182	0.6086	0.5158	0.4371	0.3704	0.3139	0.2660	0.2255	0.1911
PRESENT VALUE	$ 904,106	$ 1,133,363	$ 1,279,558	$ 1,419,942	$ 1,203,828	$ 1,862,646	$ 1,364,561	$ 926,575	$ 995,297	$ 3,790,615
TOTAL PRESENT VALUE	**$ 14,880,491**									

(a) - Present value based on 18% discount rate

(b) - Years after 2024 discounted for 10 additional years based on 2024 adjusted net earnings

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Exhibit C

DERMATOLOGY BILLING ASSOCIATES, INC.

HISTORICAL INCOME AND EXPENSES

PER INCOME STATEMENTS (As Reclassified)	YEAR ENDED DECEMBER 31,								
	2016	2017	2018	2019	2020	2021	2022	2023	2024
INCOME	$ 5,742,888	$ 6,276,070	$ 7,418,690	$ 8,898,790	$ 9,018,006	$ 11,823,424	$ 11,368,431	$ 10,906,522	$ 12,528,107
EXPENSES									
Advertising	195,512	182,531	93,078	143,948	126,869	123,495	80,644	120,401	121,472
Auto	45,345	35,678	35,114	26,377	30,052	27,873	32,439	31,856	13,824
Computers/networking	83,735	53,518	80,411	119,383	136,266	153,784	158,509	200,488	153,625
Depreciation and amortization - other	31,285	30,158	35,991	49,267	50,831	60,732	57,466	46,903	34,887
Donations and contributions	-	-	-	1,000	2,500	830	2,850	5,500	66,500
Dues and subscriptions	5,656	4,341	3,876	4,108	36,224	63,258	18,291	15,324	20,547
Facility - rent	186,922	192,266	193,930	194,559	209,339	261,975	276,919	256,628	277,869
Facility - janitorial	13,700	14,400	16,200	18,000	18,450	27,600	27,600	27,600	27,600
Facility - maintenance and repairs	36,183	51,887	29,368	25,870	51,724	40,195	52,762	47,773	59,523
Facility - utilities	28,046	30,096	29,598	27,989	29,335	32,565	33,386	38,828	33,879
Insurance - commercial and worker's comp	41,644	33,283	32,149	42,189	30,133	42,247	43,267	47,297	48,527
Insurance - group benefits	192,392	186,625	273,711	330,741	384,877	344,276	356,282	315,686	297,004
Legal and accounting	12,814	8,847	15,116	30,365	14,155	20,772	44,875	29,053	33,952
Meals and entertainment	32,580	34,411	59,161	77,654	23,054	42,117	58,664	102,352	87,124
Miscellaneous	11,245	7,527	10,959	9,515	6,821	5,920	39,208	6,737	5,326
Payroll taxes	212,470	195,767	224,364	253,116	245,632	295,440	307,005	313,473	357,031
Office equipment	9,013	9,058	25,302	28,444	26,719	33,638	33,264	31,989	33,373
Outside services	521,633	586,769	631,316	716,031	797,892	804,948	687,520	658,248	738,368
Postage	107,298	129,389	129,844	143,021	150,573	171,148	159,043	150,353	190,110
Employer contribution-401k match	7,506	11,903	13,699	17,073	18,713	20,921	24,758	25,380	25,549
Salaries - officer	60,000	60,000	60,000	60,000	58,298	60,000	60,000	70,956	70,956
Salaries - management	294,467	375,300	421,050	548,709	498,173	776,780	1,535,000	1,432,000	1,699,905
Salaries - admin	198,696	209,203	207,480	289,362	260,664	283,518	295,707	305,330	417,985
Salaries - staff	2,044,911	2,018,904	2,481,364	2,751,938	2,887,080	2,934,517	2,419,253	2,600,577	3,016,498
Salaries - temp service	78,019	27,834	22,116	52,619	49,160	31,344	94,381	168,003	54,042
Security	2,426	3,025	1,940	1,310	1,353	2,157	2,308	2,035	2,304
Supplies - operating	143,284	107,457	103,119	91,398	87,179	98,161	83,502	110,642	119,337
Taxes and licenses - other	4,410	1,531	1,751	2,687	2,233	2,352	1,766	1,454	1,761
Travel and lodging	19,244	34,527	22,071	27,498	6,039	10,832	12,551	25,256	10,996
Telephone	55,660	61,775	62,150	61,727	23,542	21,287	22,090	66,164	76,931
Bad debts	-	-	-	-	-	-	-	168,872	17,567
Total Expenses	4,676,096	4,698,010	5,316,228	6,145,898	6,263,880	6,794,682	7,021,310	7,423,158	8,114,372
NET OPERATING INCOME	1,066,792	1,578,060	2,102,462	2,752,892	2,754,126	5,028,742	4,347,121	3,483,364	4,413,735
OTHER INCOME AND EXPENSE									
Gain on loan forgiveness	-	-	-	-	-	697,708	-	-	-
PPP loan interest expense	-	-	-	-	(4,058)	(3,594)	-	-	-
INCOME BEFORE INCOME TAXES	$ 1,066,792	$ 1,578,060	$ 2,102,462	$ 2,752,892	$ 2,750,068	$ 5,722,856	$ 4,347,121	$ 3,483,364	$ 4,413,735

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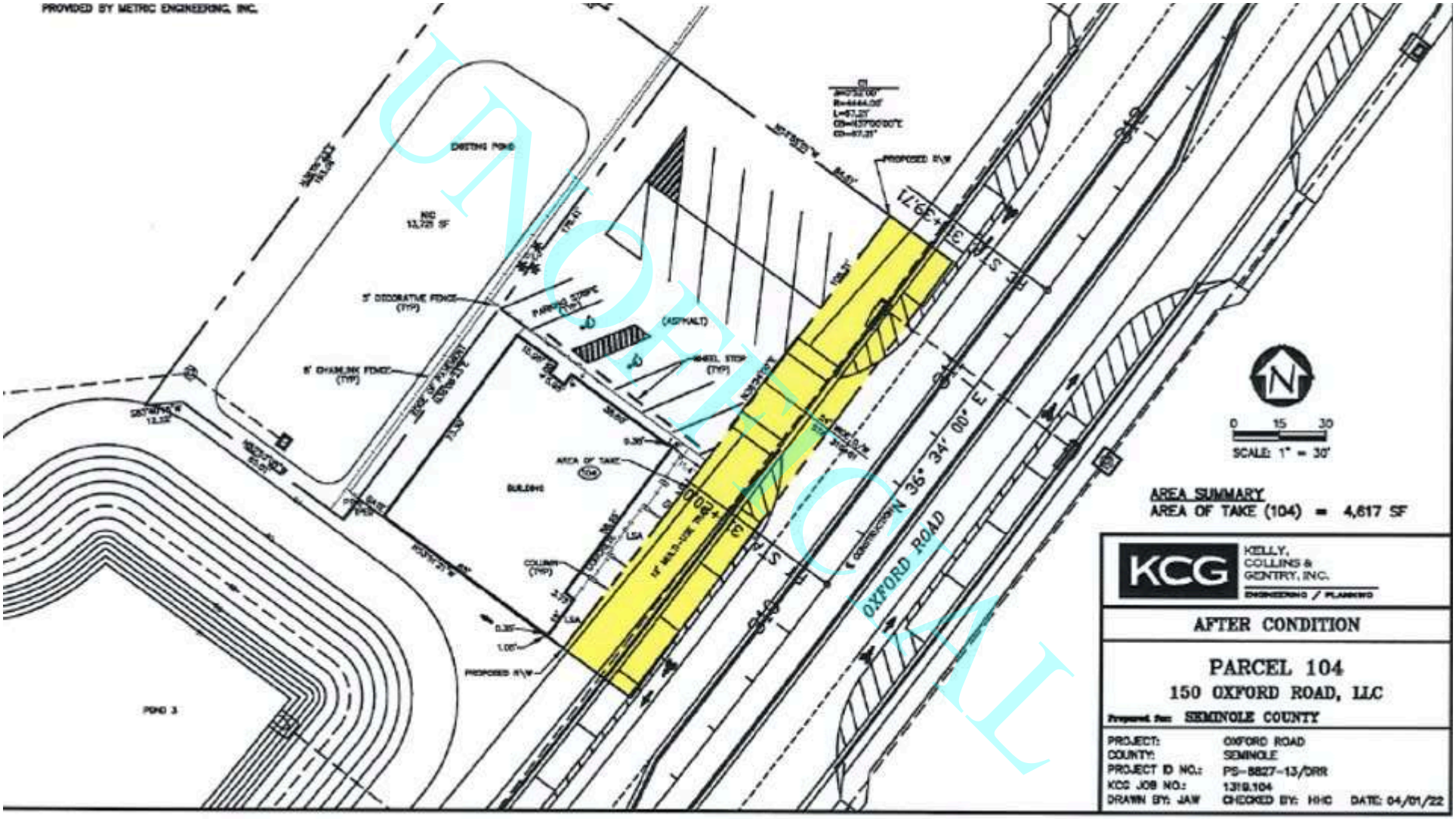
Exhibit C

Exhibit D



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Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2022070132 Book:10259 Page:1211-1220; (10 PAGES) RCD: 6/15/2022 12:41:24 PM
REC FEE $0.00

Exhibit E

Filing # 151513394 E-Filed 06/15/2022 07:56:54 AM

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA
CASE NO.: 2021-CA-002978
DIV: W

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

AUTOZONE INC.,
a Delaware Corporation, et al

Respondents.
_____/

Parcel(s): 104

SECOND AMENDED STIPULATED ORDER OF TAKING WITH INSTRUCTIONS TO THE CLERK OF COURT FOR DISBURSEMENT OF FUNDS
150 OXFORD ROAD, LLC and DERMATOLOGY BILLING ASSOCIATES, INC.
(PARCEL 104)
(AMENDED TO ADD LEGAL DESCRIPTION AND EXHIBIT "B")

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY, (hereinafter "County"), and Respondents, **150 OXFORD ROAD, LLC and DERMATOLOGY BILLING ASSOCIATES, INC.** (hereinafter "Respondents") for entry of this Stipulated Order of Taking, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the taking is necessary for a public purpose and it appearing that proper notice being given to all owners, and to all other persons having or claiming any equity, lien, title or other interest in or to the property described on the attached Exhibit "A", and the Court being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

14876-1452-6245

*** E-FILED: GRANT MALOY, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL 06/15/2022 07:56:53 AM.****

Exhibit E

1. This Court has jurisdiction of this cause, the subject property, and the parties to this cause pursuant to Chapter 73 and 74 of the Florida Statutes.

2. The pleadings and all other matters filed of record in this cause are sufficient and were made in good faith.

3. Petitioner, Seminole County has properly exercised its delegated authority and the condemnation is for a valid public purpose and reasonably necessary for such purpose.

4. The Amended Declaration of Taking filed in this cause was made in good faith and based upon a good faith appraisal.

5. The property rights acquired by the Petitioner are designated as Parcel 104, described in the attached Exhibit "A". The estate or interest acquired as to Parcel 104 is fee simple.

6. The Joint Motion and Stipulation for Entry of Stipulated Order of Taking is approved and incorporated herein by reference.

7. Seminole County is entitled to title and possession of property identified as Parcel 104, and described in Exhibit "A", attached hereto.

8. Upon deposit of the Funds into the Court Registry, all rights, title and interests specified in the Petition as Parcel 104, more fully described in Exhibit "A", attached hereto, shall vest in Seminole County.

9. Within twenty (20) days from the entry of this Stipulated Order of Taking, Seminole County shall deposit **THREE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100 ($352,200.00)** into the Registry of the Court. As an agency of the State of Florida, Seminole County is exempt from fees for monies deposited into the Registry of the Court for eminent domain matters.

10. The deposited Funds are subject to all claims, liens and encumbrances

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Exhibit E

of record, including, without limitation, any apportionment claims of any existing mortgagee interest in the property described in Exhibit "A", attached hereto, and payment of all ad valorem taxes, including pro rata taxes, if any, up to and including Petitioner's deposit into the Registry of the Court pursuant to the Stipulated Order of Taking.

11. Upon Petitioner's deposit of the Funds into the Registry of the Court, the Clerk shall immediately and without need for hearing or further order of the Court, disburse the sum of **THREE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100 ($352,200.00)** to the trust account of GrayRobinson, P.A., and mail to GrayRobinson, P.A., c/o Kent Hipp, P. O. Box 3068, Orlando, Florida 32802-3068 who shall be responsible for allocating the described sum to all other interested parties, including, but not limited to, any existing mortgagee interest in the property described in Exhibit "A", and all other Respondents.

12. In addition to the compensation referenced in Paragraph 9, as soon as reasonably possible, but no later than 30 days after the deposit set out in Paragraph 9, Seminole County will execute and record in the Public Records of Seminole County, Florida a Warranty Deed, in the same form and substance as attached hereto as Exhibit "B", conveying the "cure" lands totaling approximately 13,071 square feet to Owner. After recording, Seminole County will provide Owner's Attorney with a recorded copy of same.

13. The good faith deposit of **THREE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRFED AND 00/100 ($352,200.00)** for Parcel 104 will be the minimum amount paid (the "Floor") by Petitioner in conjunction with the condemnation of Parcel 104 and that Petitioner waives any rights, including but not limited to those rights enumerated in Florida Statutes §74.071, to seek judgment in the event the

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Exhibit E

amount withdrawn by Respondent exceeds the compensation ultimately awarded by final judgment of the Court, or otherwise settled. The parties further agree and it is ordered that the amount or existence of the Floor shall be inadmissible for any purpose in this litigation and the jury shall not hear anything suggesting the existence or amount of the Floor or the fact that the Respondents have stipulated to the taking of Parcel 104. Petitioner, however, shall retain the right to present evidence and argument for a value less than the Floor.

14. The Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking.

DONE AND ORDERED in Sanford, Seminole County, Florida on Tuesday, June 14, 2022.

59-2021-CA-002978 06/14/2022 10:45:21 PM

Susan Stacy, Circuit Judge
59-2021-CA-002978 06/14/2022 10:45:21 PM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by US Mail/Email or eportal to the following on Wednesday, June 15, 2022

RICHARD NASH MILIAN
richard.milian@nelsonmullins.com
semonia.davis@nelsonmullins.com
debra.tyree@nelsonmullins.com

JOHN M LAROUX
Pleadings@jmleroux.com
John@jmleroux.com

ANTHONY VINCENT POLICASTRO
eric@policastrolaw.com
tony@policastrolaw.com

PRINEET D SHARMA
prineet@sharmafl.com
malinda@sharmafl.com
melissa@sharmafl.com

LEWIS E GARLISI

SOUTH STATE BANK NA

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Exhibit E

lewis@fullcomp.com

1951 8TH STREET, NW
WINTER HAVEN, FL 33881

THOMAS PATRICK CALLAN
tcallan@callanlaw.com
adm@callanlaw.com
efilings.clfpa@gmail.com

MY CITY TAX PRO LLC
174 OXFORD ROAD
FERN PARK, FL 32730

SCOOP POPCORN LLC
2711 RIVER RIDGE DRIVE
ORLANDO, FL 32825

RAYMER FRANCIS MAGUIRE III
raymer@maguire-eminentdomain.com
rasheed@maguire-eminentdomain.com
bernadette@maguire-eminentdomain.com

ONE LOVE NUTRITION LLC
1038 CHATHAM PINES CIRCLE,
SUITE 104
WINTER SPRINGS, FL 32708

RACHAEL M CREWS
rcrews@gray-robinson.com
jamal.wilson@gray-robinson.com
sophia.castillo@gray-robinson.com

LESLIE A LEWIS
llewis@lewisfirm.com
attys@lewisfirm.com

EASY DRIVING & TRAFFIC SCHOOL LLC
1185 LADY SUSAN DRIVE
CASSELBERRY, FL 32707

KENT LEE HIPP
kent.hipp@gray-robinson.com
carol.ramirez@gray-robinson.com
sophia.castillo@gray-robinson.com

ROBERT L HART
3312 BAYOU ROAD
LONGBOAT KEY, FL 34228

MICHAEL PATRICK MCMAHON
mike.mcmahon@akerman.com
ruth.bryant@akerman.com

MICHAEL DOUGLAS JONES
mike@mdj1944.com
office.mdj12444@gmail.com
mdjones12444@gmail.com

LYNN PATRICE PORTER-CARLTON
lporter-carlton@seminolecountyfl.gov

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Exhibit E

59-2021-CA-002978 06/15/2022 07:55:52 AM

Anne Brezina, Judicial Assistant
59-2021-CA-002978 06/15/2022 07:55:52 AM

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Exhibit E

DESCRIPTION PARCEL 104:

A portion of lots 4, 5 and 6, Fernwood according to the vacated plat thereof recorded in Plat Book 14, Pages 2 through 3, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95 Public Records of Seminole County, Florida, said point being on the Northwesterly line of Fernwood according to the vacated plat thereof recorded in Plat Book 14, Pages 2 through 3, Public Records of Seminole County, Florida; thence South 36°06'23" West, a distance of 258.71 feet along said Northwesterly line to a point on the monumented Northeasterly line of lands described in Official Records Book 8593, Page 1421, Public Records of Seminole County, Florida; thence South 53°55'01" East, a distance of 84.51 feet along said monumented Northeasterly line to the POINT OF BEGINNING; thence continue South 53°55'01" East, a distance of 25.37 feet along said Northeasterly line to a point on the Northwesterly right of way line of Oxford Road (Floral Boulevard per said plat of Fernwood); thence South 36°05'51" West, a distance of 176.53 feet along said Northwesterly right of way line to a point on the monumented Southwesterly line of lands described in said Official Records Book 8593, Page 1421; thence North 53°51'21" West, a distance of 27.32 feet along said monumented Southwesterly line to a point on a non-tangent curve concave Northwesterly, having a radius of 4440.00 feet, a central angle of 00°52'00" and a chord bearing of North 37°00'02" East; thence from a tangent bearing North 37°26'00" East, Northeasterly, a distance of 67.21 feet along the arc of said curve to the point of tangency of said curve; thence North 36°34'00" East, a distance of 109.31 feet to the POINT OF BEGINNING.

Containing 4,617 square feet, more or less.

UNOFFICIAL DOCUMENT

EXHIBIT “A”

Exhibit E

	EXHIBIT "B"
THIS INSTRUMENT PREPARED BY: Robert F. Mallett, L.L.C. Nelson Mullins Riley & Scarborough, LLP 390 N. Orange Ave., Suite 1400 Orlando, Florida 32801 **AND AFTER RECORDING RETURN TO:** Lynn P. Porter-Carlton Seminole County Attorney's Office 1101 East 1st Street Sanford, Florida 32771 Parcels: A portion of 17-21-30-510-0000-0030	

UNOFFICIAL

WARRANTY DEED

THIS INDENTURE made and executed the _____ day of June 2022 by **Seminole County, a political subdivision of the State of Florida,** whose mailing address is 1101 East 1st Street, Sanford, Florida 32771 (the "**Grantor**") to **150 OXFORD ROAD, LLC**, and whose address is 1211 SR 436, Suite 141, Casselberry, Florida 32707 (the "**Grantee**").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Seminole County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY")

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 hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all

Exhibit E

persons claiming by, under or through Grantor but no other; and that said land is free of all encumbrances except all applicable zoning and other land use regulations, restrictions, easements and taxes and assessments for the year 2022 and subsequent years, which are not yet due.

And, Grantor is conveying the Property for offsite cure purposes for certain parcels identified in Petitioner's Resolution No.: 2021-R-27, Resolution of the Seminole County Board of County Commissioners, Finding a Necessity and Public Purpose for the Acquisition of properties for the Oxford Road Improvement Project.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners by the Chairman or Vice-Chairman of said Board, for the purposes herein expressed.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
Chair/Vice-Chair

Date Signed: _____

ATTEST:

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

Approved as to form and legal sufficiency

_____
County Attorney

UNOFFICIAL

Exhibit E

EXHIBIT "A"
Legal Description of Property

DESCRIPTION:

A portion of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95, Public Records of Seminole County, Florida thence North 36'05'43" East, a distance of 224.10 feet along the Southeasterly line of said Lot 3 to the POINT OF BEGINNING, said point being on a Northwesterly projection of the Southwesterly line of lands described in Official Records Book 8593, Page 1421, Public Records of Seminole County, Florida; thence North 53'52'05" West, a distance of 64.97 feet along said Northwesterly projection; thence departing said Northwesterly projection South 83'40'15" West, a distance of 12.27 feet to a point on a line that is 74.03 feet Northwesterly of and parallel with the Southeasterly line of said Lot 3; thence North 36'05'43" East, a distance of 184.31 feet along said parallel line to a point on a Northwesterly projection of the Northeasterly line of lands described in said Official Records Book 8593, Page 1421; thence South 53'54'17" East, a distance of 74.03 feet along said Northwesterly projection to a point on the Southeasterly line of said Lot 3; thence South 36'05'43" West, a distance of 176.07 feet along said Southeasterly line to the POINT OF BEGINNING.

Containing 13,071 square feet, more or less.

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Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2022078475 Book:10273 Page:261-263; (3 PAGES) RCD: 7/6/2022 4:16:42 PM
REC FEE $27.00

Exhibit F

THIS INSTRUMENT PREPARED BY: Robert F. Mallett, L.L.C. Nelson Mullins Riley & Scarborough, LLP 390 N. Orange Ave., Suite 1400 Orlando, Florida 32801 **AND AFTER RECORDING RETURN TO:** Lynn P. Porter-Carlton Seminole County Attorney's Office 1101 East 1st Street Sanford, Florida 32771 Parcels: A portion of 17-21-30-510-0000-0030	

WARRANTY DEED

THIS INDENTURE made and executed the 28th day of June 2022 by **Seminole County, a political subdivision of the State of Florida,** whose mailing address is 1101 East 1st Street, Sanford, Florida 32771 (the "**Grantor**") to **150 OXFORD ROAD, LLC**, and whose address is 1211 SR 436, Suite 141, Casselberry, Florida 32707 (the "**Grantee**").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Seminole County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY")

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 hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, under or through Grantor but no other; and that said land is free of all

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Exhibit F

encumbrances except all applicable zoning and other land use regulations, restrictions, easements and taxes and assessments for the year 2022 and subsequent years, which are not yet due.

And, Grantor is conveying the Property for offsite cure purposes for certain parcels identified in Petitioner's Resolution No.: 2021-R-27, Resolution of the Seminole County Board of County Commissioners, Finding a Necessity and Public Purpose for the Acquisition of properties for the Oxford Road Improvement Project.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners by the Chairman or Vice-Chairman of said Board, for the purposes herein expressed.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
Chair/Vice-Chair

Date Signed: 6/28/2022

ATTEST:

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

Approved as to form and legal sufficiency

Lynn P. Porter-Carlton
County Attorney

4876-1452-6245

UNOFFICIAL

Exhibit F

EXHIBIT "A"
Legal Description of Property

DESCRIPTION:

A portion of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95, Public Records of Seminole County, Florida thence North 36'05'43" East, a distance of 224.10 feet along the Southeasterly line of said Lot 3 to the POINT OF BEGINNING, said point being on a Northwesterly projection of the Southwesterly line of lands described in Official Records Book 8593, Page 1421, Public Records of Seminole County, Florida; thence North 53'52'05" West, a distance of 64.97 feet along said Northwesterly projection; thence departing said Northwesterly projection South 83'40'15" West, a distance of 12.27 feet to a point on a line that is 74.03 feet Northwesterly of and parallel with the Southeasterly line of said Lot 3; thence North 36'05'43" East, a distance of 184.31 feet along said parallel line to a point on a Northwesterly projection of the Northeasterly line of lands described in said Official Records Book 8593, Page 1421; thence South 53'54'17" East, a distance of 74.03 feet along said Northwesterly projection to a point on the Southeasterly line of said Lot 3; thence South 36'05'43" West, a distance of 176.07 feet along said Southeasterly line to the POINT OF BEGINNING.

Containing 13,071 square feet, more or less.

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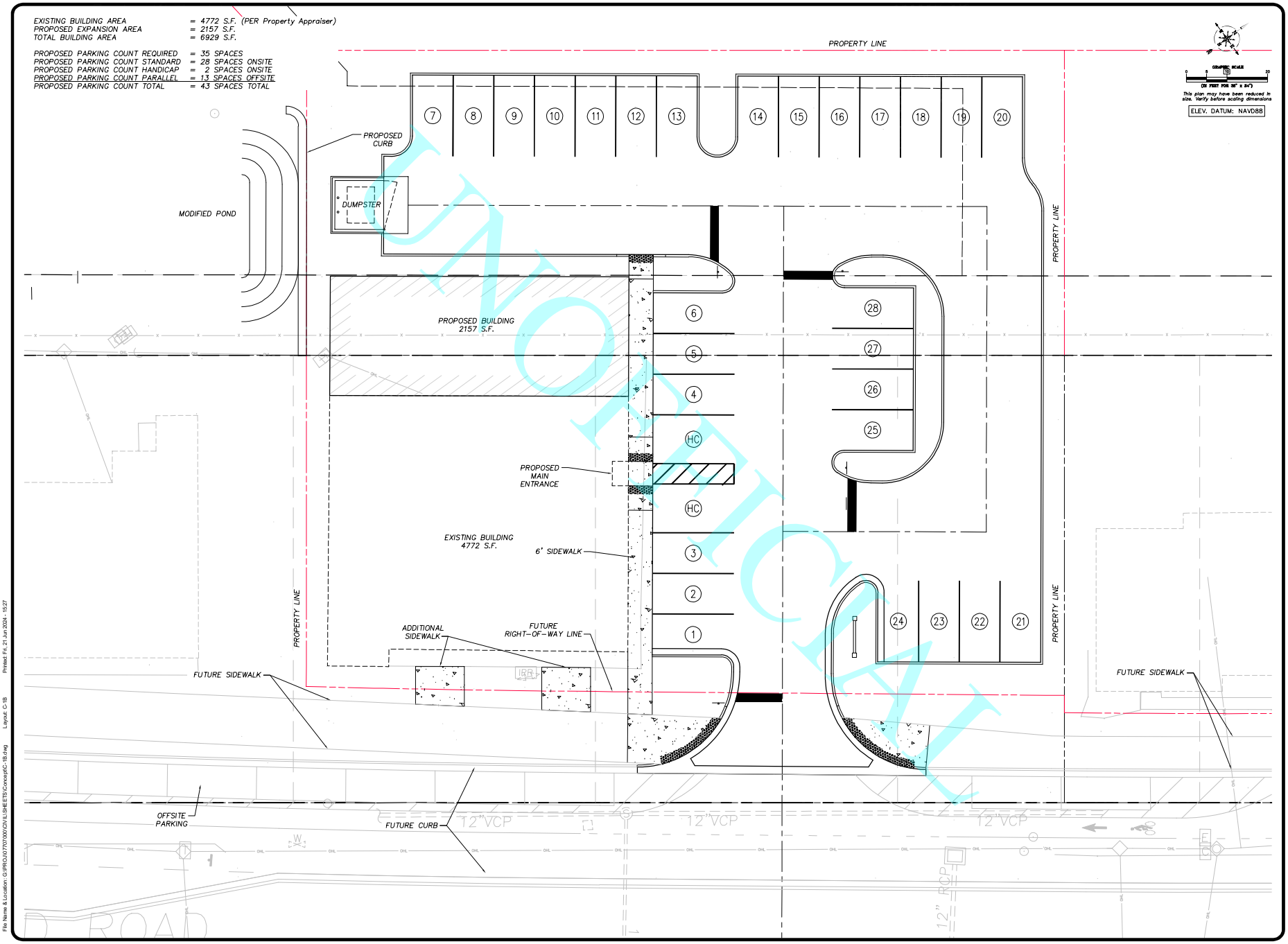
Exhibit G



HARRIS
1200 Hillcrest Street Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

ENGINEER OF RECORD
TIMOTHY McCORMICK, P.E. #81660

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REVISIONS

#	Date	Description

ENGINEER SEAL

Project Title:
150 OXFORD ROAD CONCEPT

Project Address:
150 Oxford road
Casselberry, FL 32730

Design By: TM
Drawn By: JBJ
Checked By: TM
Date: 05-31-2024

HCE Project: 07707000

Sheet Title:
CONCEPT PLAN FUTURE

Release:
Issued for Review

Sheet Number:
C-1B

File Name & Location: G:\PROJ\07707000\CIV\LIL\SHEETS\Concept\C-1B.dwg Layout: C-1B Printed: Fri, 21 Jun 2024 - 15:27

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida, Petitioner, v. AUTOZONE INC., et al., Respondents.	CASE NO. 2021-CA-002978 Parcel: 104

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted June 30, 2025, Petitioner Seminole County (the "County") as well as Respondents, 150 Oxford Road, LLC and Dermatology Billing Associates, Inc. ("Respondents"), through their attorneys, reached the following Mediated Settlement Agreement ("Agreement") as to statutory nonmonetary benefit attorneys' fees owed to GrayRobinson, P.A. ("GrayRobinson"):

1. The County shall pay four hundred thousand dollars and 00/100 cents ($400,000) to GrayRobinson for statutory nonmonetary benefit fees related to the taking of Parcel 104. This compensation is separate and distinct from the compensation for the land taken, improvements taken, cure costs, severance damages, expert costs, and business damages previously agreed to. Additionally, this compensation is separate and distinct from statutory monetary benefit attorneys' fees previously agreed to.

2. This Agreement is contingent upon the approval of the June 30, 2025 Mediated Settlement Agreement for Parcels 106 and 706 and vice versa.

3. The Seminole County Board of County Commissioners (the "Board") must review this Agreement for approval on or before July 22, 2025, which is the next

scheduled board meeting. Should the July 22, 2025, Board meeting not take place or if a quorum is not present, this Agreement will be presented at the next regularly scheduled County Board meeting on August 12, 2025.

4. Counsel for the County and Respondents named herein will jointly submit to the Court for signature the mutually approved Stipulated Final Judgment in this matter, attached as **Exhibit A**, within one (1) business day of Board approval of this Agreement.

5. Within ten (10) days from the entry of the Stipulated Final Judgment, the County shall issue payment of $400,000 to the Trust Account of GrayRobinson, P.A., and mail said payment to Rachael M. Crews, Esq., GrayRobinson P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801.

6. This payment shall constitute final payment for all compensation, fees, and costs with these Parcels, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

DATED this 30 day of June, 2025.

Rachael M. Crews, Esquire, Attorney
for 150 Oxford Road, LLC and
Dermatology Billing Associates, Inc.
("Respondents")

William Slot, Director of Public Works
Seminole County

I. Ed Pantaleon, Esquire, Mediator

CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA
CASE NO.: 2021-CA-002978
DIV: W

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

AUTOZONE INC., et al.,

Respondents.
_____/

Parcel: 104

CASE NO. 2021-CA-002978

STIPULATED FINAL JUDGMENT FOR STATUTORY EMINENT DOMAIN ATTORNEY'S FEES BASED UPON NONMONETARY BENEFITS ACHIEVED FOR 150 OXFORD ROAD, LLC AND DERMATOLOGY BILLING ASSOCIATES, INC.

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY (hereinafter "County") and Respondents **150 Oxford Road, LLC and Dermatology Billing Associates, Inc.** (hereinafter "Respondents") for entry of this Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of this cause, the subject property, and the parties to this cause pursuant to Chapter 73 and 74 of the Florida Statutes.

2. The Joint Motion for Entry of Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved is GRANTED.

3. Petitioner and Respondents entered into a conditional Mediated Settlement Agreement on June 30, 2025, and terms of that Agreement are incorporated herein by reference. Petitioner and Respondents agree to fully comply with and to be bound by the terms of that Mediated Settlement Agreement.

4. Within ten (10) days from the entry of the Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, Petitioner shall issue payment of four hundred thousand dollars ($400,000) to the Trust Account of Gray Robinson, P.A. and mail said payment to Rachael M. Crews, Esq., Gray Robinson, P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801,

5. No additional sums are due and payable from Petitioner to Respondent, or to any person or entity, as a direct or indirect result of Petitioner's taking of Parcel 104, including without limitation, Respondent's monetary attorney fees and Respondent's experts and other witness fees, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

DONE AND ORDERED in Sanford, Seminole County, Florida, this ___ day of _____, 2025.

_____
Honorable Susan Stacey
Circuit Judge

COPIES TO:
Kent Hipp
Kent.hipp@gray-robinson.com
Rachael Crews
Rachael.crews@gray-robinson.com

Richard N. Milian, Esquire
richard.milian@nelsonmullins.com
semonia.davis@nelsonmullins.com

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida, Petitioner, v. AUTOZONE INC., et al., Respondents.	CASE NO. 2021-CA-002978 Parcel(s): 106 and 706

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted June 30, 2025, Petitioner Seminole County (the "County") as well as Respondent, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital ("Respondent"), through her attorneys, reached the following Mediated Settlement Agreement ("Agreement") as to statutory nonmonetary benefit attorneys' fees owed to GrayRobinson, P.A. ("GrayRobinson"):

1. The County shall pay two hundred thousand dollars and 00/100 cents ($200,000.00) to GrayRobinson for statutory nonmonetary benefit fees related to the taking of Parcels 106 and 706. This compensation is separate and distinct from the compensation for the land taken, improvements taken, cure costs, severance damages, expert costs, and business damages previously agreed to. Additionally, this compensation is separate and distinct from statutory monetary benefit attorneys' fees previously agreed to.

2. This Agreement is contingent upon the approval of the June 30, 2025 Mediated Settlement Agreement for Parcel 104 and vice versa.

3. The Seminole County Board of County Commissioners (the "Board") must review this Agreement for approval on or before July 22, 2025, which is the next scheduled board meeting. Should the July 22, 2025, Board meeting not take place or if a quorum is not present, this Agreement will be presented at the next regularly scheduled County Board meeting on August 12, 2025.

4. Counsel for the County and Respondent named herein will jointly submit to the Court for signature the mutually approved Stipulated Final Judgment in this matter, attached as **Exhibit A**, within one (1) business day of Board approval of this Agreement.

5. Within ten (10) days from the entry of the Stipulated Final Judgment, the County shall issue payment of $200,000 to the Trust Account of GrayRobinson, P.A., and mail said payment to Kent L. Hipp, Esq., GrayRobinson P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801.

6. This payment shall constitute final payment for all compensation, fees, and costs with these Parcels, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

DATED this 30th day of June, 2025.

Kent L. Hipp, Esquire, Attorney for Catherine Tonks, DVM d/b/a South Seminole Animal Hospital

William Slot, Director of Public Works
Seminole County

I. Ed Pantaleon, Esquire, Mediator

CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA
CASE NO.: 2021-CA-002978
DIV: W

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

AUTOZONE INC., et al.,

Respondents.
_____/

Parcel (s): 106 and 706

CASE NO. 2021-CA-002978

STIPULATED FINAL JUDGMENT FOR STATUTORY EMINENT DOMAIN ATTORNEY'S FEES BASED UPON NONMONETARY BENEFITS ACHIEVED FOR CATHERINE TONKS, DVM d/b/a SOUTH SEMINOLE ANIMAL HOSPITAL

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY (hereinafter "County") and Respondent **Catherine Tonks, DVM d/b/a South Seminole Animal Hospital** (hereinafter "Respondent") for entry of this Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of this cause, the subject property, and the parties to this cause pursuant to Chapter 73 and 74 of the Florida Statutes.

2. The Joint Motion for Entry of Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved is GRANTED.

3. Petitioner and Respondent entered into a conditional Mediated Settlement Agreement on June 30, 2025, and terms of that Agreement are incorporated herein by reference. Petitioner and Respondent agree to fully comply with and to be bound by the terms of that Mediated Settlement Agreement.

4. Within ten (10) days from the entry of the Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, Petitioner shall issue payment of two hundred thousand dollars ($200,000) to the Trust Account of Gray Robinson, P.A. and mail said payment to Kent L. Hipp, Esq., Gray Robinson, P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801.

5. No additional sums are due and payable from Petitioner to Respondent, or to any person or entity, as a direct or indirect result of Petitioner's taking of Parcels 106 and 706, including without limitation, Respondent's monetary attorney fees and Respondent's experts and other witness fees, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

DONE AND ORDERED in Sanford, Seminole County, Florida, this ___ day of _____, 2025.

_____
Honorable Susan Stacey
Circuit Judge

COPIES TO:
Kent Hipp
Kent.hipp@gray-robinson.com
Rachael Crews
Rachael.crews@gray-robinson.com

Richard N. Milian, Esquire
richard.milian@nelsonmullins.com
semonia.davis@nelsonmullins.com

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

File Number: 2025-650

Title:

Approve and authorize Staff to proceed with the construction of the Boland Drive Drainage Improvement Project in accordance with County Manager Policy #82 - Non-Board Approved Projects; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-049 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $847,704.00. District1 - Dallari **(John Slot, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

Harold McKnight/407-665-5758

Background:

The proposed Boland Drive Drainage Improvement Project was ranked as the top project during the Big and Little Econ Basin Study. The project is requested due to the inadequacy of the existing open ditch swale system, which conveys rainwater along Boland Drive. These deficiencies have resulted in structural flooding along the roadway. The current swale system connects to the Florida Department of Transportation (FDOT) drainage network through an existing inlet and weir located on Carrigan Avenue, which ultimately discharges into the Little Econlockhatchee River.

This project consists of improving stormwater hydraulics to enhance flow efficiency by re-grading existing ditches and constructing approximately 1,350 linear feet of drainage pipe and 16 drainage structures along Boland Drive. The proposed stormwater system will continue to be discharged into the existing Florida Department of Transportation (FDOT) drainage system.

Production plans and utility coordination are complete. No right-of-way is required for the project. Additionally, both the Florida Department of Transportation (FDOT) and the

St. Johns River Water Management District (SJWMD) have exempted the project from permitting requirements.

Project DesignTimeline:

- Design Notice to Proceed (NTP) - February 2024
- 60% (Phase II) Plans Completed - January 2025
- SJRWMD and FDOT Permits Received - March 2025
- Project Design Completed - April 2025

BAR #25-049 is attached to this agenda which will allocate $847,704 from 2014 Infrastructure Sales Tax Fund reserves. Current reserves are budgeted at $6.5M.

Requested Action:

Staff requests the Board approve and authorize staff to proceed with the construction of the Boland Drive Drainage Improvement Project in accordance with County Manager Policy #82 - Non-Board Approved Projects; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-049 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $847,704.00.

BOLAND DR

ALAFAYA TRAIL (SR 434)

CARRIAGE AVE

N

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-049**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX

RM Recommendation	
S.CARRICK	7/8/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
TO FUND CONSTRUCTION FOR BOLAND DR DRAINAGE IMPROVEMENTS.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11560	02507046	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	847,704.00
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	847,704.00
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(847,704.00)
Reserve								
							Reserve Sub-Total	(847,704.00)
							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:_____

COST TABLE - BAR 25-049
BOLAND ST DRAINAGE

BUDGET DETAILS	BOLAND DR (CIP#02507046)	SALES TAX RESERVES	TOTAL
PRIOR YEAR EXPENDITURES	-		-
			-
FY25 CURRENT EXPENSES/ENCUMB	-		-
FY25 CURRENT BUDGET	-	6,503,174	6,503,174
AVAILABLE FUNDING	-	6,503,174	6,503,174
PROPOSED BAR 25-049	847,704	(847,704)	-
AMENDED FY25 AVAILABLE	847,704	5,655,470	6,503,174
TOTAL LIFETIME PROJECT COST	**847,704**	**5,655,470**	**6,503,174**

ACCOUNT DETAILS		
PRELIMINARY COST ESTIMATE	770,640	
16% CONTINGENCY	77,064	
TOTAL	**847,704**	**-**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-663

Title:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Sanford, relating to the relocation of the reclaimed water main for the Old Lake Mary Road Sidewalk Improvement Project (County) and Old Lake Mary Road Reclaimed Water Main Relocation (City). District5 - Herr **(John Slot, Public Works Director)** Requesting Department - Public Works

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

Jedious Aggrey/407-665-5707

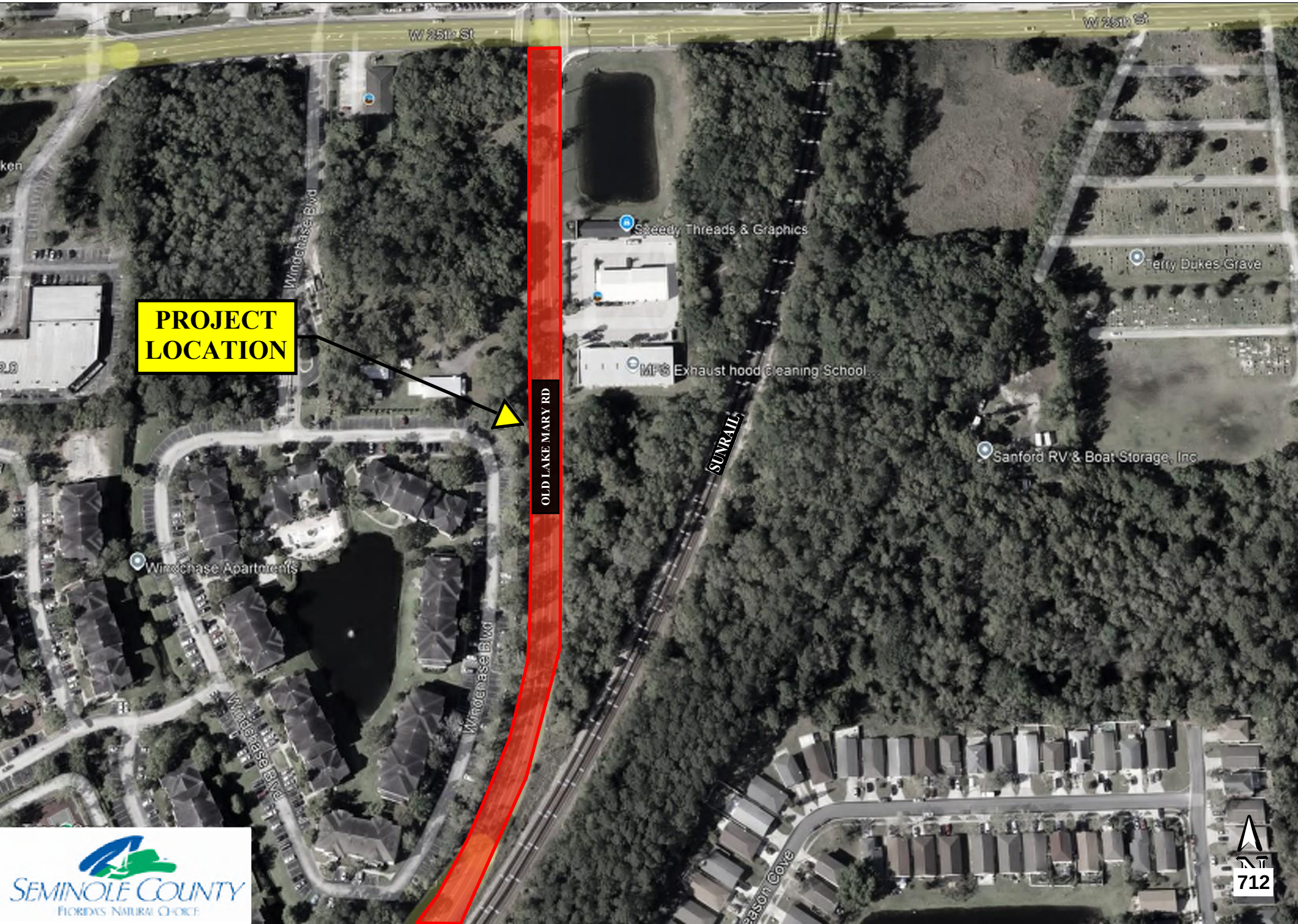
Background:

The City of Sanford has requested that Seminole County include the work associated with the relocation of the reclaimed water main in the Seminole County project to meet the City of Sanford's needs. The City of Sanford, at its expense, will provide funding in the amount of $54,228.00 as a part of the interlocal agreement. Seminole County is willing to include such work pursuant to the terms and conditions outlined in the Interlocal Agreement. The City of Sanford's Old Lake Mary Road Reclaimed Water Main Relocation will be constructed in conjunction with the Seminole County Old Lake Mary Road Sidewalk Improvement Project.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Sanford, relating to the relocation of the reclaimed water main for the Old Lake Mary Road Sidewalk Improvement Project (County) and Old Lake Mary Road Reclaimed Water Main Relocation (City).

OLD LAKE MARY ROAD SIDEWALK IMPROVEMENTS



CITY OF SANFORD FLORIDA

☑ APPROVED

WS __ RM _X_
Item No. 6.C

CITY COMMISSION MEMORANDUM 25-001.C
JANUARY 13, 2025, AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Michael Cannon, P.E., Utilities Engineering Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Interlocal Agreement; County-City Old Lake Mary Road Sidewalks And Relocation Of The City's Reclaimed Water System Main

STRATEGIC PRIORITIES:

- ☐ Unify Downtown & the Waterfront
- ☐ Promote the City's Distinct Culture
- ☐ Update Regulatory Framework
- ☐ Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Requesting to approve an Interlocal Agreement relating to utility relocation of the City's reclaimed water system main along Old Lake Mary Road in conjunction with the County's sidewalk improvement project.

FISCAL/STAFFING STATEMENT:

The proposed project is funded and ready to be implemented.

BACKGROUND:

Seminole County and the City have worked together on many matter to include the utility relocation pertaining to the Old Lake Mary Road Sidewalk Project (County) and the Old Lake Mary Road Reclaimed Water Main Relocation Project (City).

The proposed Interlocal Agreement provides for the City, at its expense, to relocate utilities (reclaimed water) in the County or City rights-of-way as part of the City's construction project known as "Old Lake Mary Road Reclaimed Water Main Relocation" (SC CIP # 01785248) in conjunction with the County's construction project known as the "Old Lake Mary Road Sidewalk Improvement Project" (CIP # 01785248). Numerous administrative procedures and other matters are set forth in the provisions of the Interlocal Agreement relative to intergovernmental collaboration and implementation of the projects.

LEGAL REVIEW:

The Assistant City Attorney has reviewed the Interlocal Agreement and has no legal objection to the document which complies with normative provisions within City/County agreements.

RECOMMENDATION:

City staff recommends that the City Commission approve the Interlocal Agreement.

SUGGESTED MOTION (COMBINED MOTION FOR BOTH RESOLUTIONS):

"I move to approve the Interlocal Agreement, as proposed."

Attachment: Interlocal Agreement.

SEMINOLE COUNTY AND CITY OF SANFORD INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OLD LAKE MARY ROAD SIDEWALK IMPROVEMENT PROJECT (COUNTY) AND THE OLD LAKE MARY ROAD RECLAIMED WATER MAIN RELOCATION (CITY)

THIS INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OLD LAKE MARY ROAD SIDEWALK PROJECT (COUNTY) AND THE OLD LAKE MARY ROAD RECLAIMED WATER MAIN RELOCATION (CITY) (the instant "Agreement") is made and entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is SEMINOLE COUNTY Services Building, 1101 East First Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" and **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, in this Agreement referred to as "CITY".

W I T N E S S E T H

WHEREAS, the parties have the common power to construct utility and roadway facilities and to contract for the performance of such work; and

WHEREAS, CITY desires, at its expense, to relocate utilities (water) in the COUNTY or CITY, rights-of-way, as part of the CITY's construction project known as "Old Lake Mary Road Reclaimed Water Main Relocation" (SC CIP # 01785248) in conjunction with the COUNTY's construction project known as the "Old Lake Mary Road Sidewalk Improvement Project" (CIP # 01785248), in this Agreement referred to as the "COUNTY Project"; and

WHEREAS, CITY has requested that COUNTY include the cost as associated with this relocation and installation work, as defined in Section 2 below, in the COUNTY

Project in order to meet CITY's needs and complete the work in a manner that is economical and timely for CITY; and

WHEREAS, COUNTY is willing to include such work in COUNTY's Project pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes (2024) and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, COUNTY and CITY agree as follows:

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

Section 2. General.

(a) CITY acknowledges that certain of its existing utility (water) infrastructure components are included within the geographic scope of the COUNTY Project. CITY further acknowledges these components must be removed and new components installed as shown on the CITY's construction plans and defined in Section 4 below, in this Agreement referred to as the "CITY Utility Work."

(b) CITY Utility Work includes, but is not limited to, the relocation of potable water mains, and other related infrastructure work, all as described in the Sanford Utility Work **Pay Items**, a copy of which is attached to and incorporated in this Agreement as Exhibit A. The work consists of the removal, replacement and relocation of the water main

as described on Exhibit A (in which "LS" means lump sum, "LF" means linear feet and "EA" means each).

(c) COUNTY shall relocate the City's Utilities for CITY. CITY shall reimburse the COUNTY for the costs of construction and Construction Engineering and Inspection Professional Engineer Consultant ("CEI Consultant") services related to the CITY Utility Work. The CEI Consultant services will be based on a percentage of the utility bid costs as set forth in subsection 13 (b) below. The CEI Consultant will be a qualified professional selected pursuant to Section 287.055, Florida Statutes (2024), or pursuant to a COUNTY continuing contract, and CITY will have an opportunity to review and comment on the proposals before COUNTY selects the CEI, but the decision will be made by the COUNTY.

Section 3. Rights-of-Way. COUNTY Project and CITY Utility Work must take place within COUNTY rights-of-way. COUNTY is not obligated to perform any CITY Utility Work that requires COUNTY to acquire any property interests, including temporary construction easements, beyond those already acquired by COUNTY. CITY is responsible for acquiring and paying for any additional property interests or other rights that may be necessary to complete the CITY Utility Work prior to COUNTY's performance of the CITY Utility Work.

Section 4. Construction Plans.

(a) Inasmuch as the CITY Utility improvements project will occur in an area where the County intends to construction a sidewalk along the west side of Old Lake Mary Road, extending from Windtree Court to H.E. Thomas Jr. Parkway (W. 25th Street), to enhance pedestrian accessibility within the project area and the scope of the Project also

encompasses drainage enhancements adjacent to the sidewalk and existing roadway, utility improvements, miscellaneous concrete work and milling and resurfacing existing asphalt pavement, it is in the best interest of CITY and COUNTY to have the CITY Utility improvements work performed pursuant to the same construction contract, in this Agreement referred to as "COUNTY Contract". Accordingly, the Cityof Sanford Water and Sewer Utilities, 300 North Park Ave Sanford, Florida 32810, prepared the construction design plans for the CITY Utility Work, in this Agreement referred to as CITY Construction Design Plans, and furnished signed and sealed copies of the CITY Construction Design Plans to COUNTY. The parties acknowledge that City of Sanford Water and Sewer Utilities prepared the CITY Construction Design Plans with the intent that COUNTY's contractor can perform all CITY Utility Work, in this Agreement referred to as " COUNTY's Contractor". These 100% CITY Construction Design Plans are attached to and incorporated in this Agreement as Exhibit B.

These plans consist of the following:

Old Lake Mary Road Reclaimed Water Main Relocation Plans

SHEET NO.	LATEST DATE	DESCRIPTION
2	9/2024	SUMMARY OF QUANTITIES
3	9/2024	GENERAL NOTES
4	9/2024	PLAN AND PROFILE
5	9/2024	CITY OF SANFORD UTILITY DETAILS
6	9/2024	CITY OF SANFORD UTILITY DETAILS
7	9/2024	CITY OF SANFORD UTILITY DETAILS
8	9/2024	CITY OF SANFORD UTILITY DETAILS

(b) CITY acknowledges and agrees that COUNTY review of the CITY Construction Design Plans may require CITY to make changes to the plans or submit additional information to COUNTY.

(c) CITY will not be financially liable for any additional work beyond that specified in the CITY Construction Design Plans and the specifications in the awarded contract, without advance notification and concurrence of the CITY incorporated in a Change Order. If, in the opinion of COUNTY's consulting engineer, an emergency exists, the consulting engineer may authorize measures, which in his or her professional opinion, are reasonably necessary to prevent or mitigate any resulting damages that might result from the emergency. If the COUNTY's consulting engineer authorizes measures without prior review and concurrence of CITY, COUNTY shall provide after the fact verbal or telephonic notice to CITY as soon as practical, but at least within three (3) days to CITY. Apart from emergencies, CITY will not be financially liable for any additional work beyond that specified in CITY Construction Design Plans and the specifications in the awarded contract without advance notification and written concurrence of CITY. COUNTY shall contact and consult with the CITY regarding the need for conflict structures not included in the CITY Construction Design Plans or County Construction Design Plans, and, if deemed necessary, CITY will be responsible to pay for the cost of conflict structures.

(d) Additional work required for the CITY Utility Work beyond that specified in the COUNTY Contract requested by either COUNTY or CITY may be authorized by change order issued by COUNTY according to the procedure set forth in this Subsection 4(c) and paid for in full by CITY. Any reduction of the cost for the CITY Utility Work

made by change order approved by COUNTY will reduce the total amount to be paid by CITY to COUNTY. Change Orders will be issued by the COUNTY in compliance with County Purchasing Code based on existing contract unit prices or negotiated unit prices.

Section 5. Utility Specifications. CITY shall provide COUNTY with the signed and sealed specifications for construction of the CITY Utility Work. These utility specifications must include copies of issued permits, payment application, submittal requirements, as-built survey and record drawing requirements, testing requirements, and any other information needed by COUNTY or COUNTY's Contractor for construction. CITY acknowledges that COUNTY's review of the specifications may require CITY to make changes to the specifications or submit additional information to COUNTY as set forth in Section 4 above.

Section 6. Permitting. CITY accepts sole responsibility for obtaining, at CITY's expense, all the necessary Florida Department of Environmental Protection (FDEP) permits for the CITY Utility Work. The COUNTY's Contractor is responsible for obtaining COUNTY right-of-way permits, if required, for the CITY Utility Work at no expense to CITY.

Section 7. Bidding and County Contract Award.

(a) CITY shall provide COUNTY with a bid schedule containing bid items (item number and description), unit of measure, and estimated quantity for all major items of the CITY Utility Work. The bid schedule must be in tabular format with spaces provided for COUNTY's bidders to fill in unit prices and total prices for each bid item. COUNTY's

review of the bid schedule may require CITY to make reasonable changes to the schedule or submit additional information to COUNTY.

(b) COUNTY shall conduct all tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders, and award of the COUNTY contract. CITY shall provide written answers to questions from COUNTY pertaining to CITY Utility Work and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, CITY shall not communicate and shall require CPH not to communicate in any manner with a prospective bidder, plan holder, subcontractor, or other person, firm or entity regarding the CITY Construction Design Plans and specifications. All information regarding the bid documents, including the CITY Construction Design Plans and specifications, questions, interpretations and explanations regarding them must be processed through COUNTY.

(c) COUNTY shall provide CITY with a copy of all bids received to allow CITY to evaluate all submitted prices for the CITY Utility Work. Before the award, the CITY may decide it does not wish to proceed further with including the CITY Utility Work in the COUNTY Project. If not, CITY shall notify COUNTY and CITY shall pay its costs up to that point in time. After the bids are open, and before CITY's portion of work is awarded, COUNTY shall permit CITY to have the CITY's portion of bid award approved by CITY Commission. CITY understands and agrees that COUNTY will award the COUNTY Contract to the lowest responsive, responsible bidder for the COUNTY Project in accordance with COUNTY's Purchasing Code requirements. CITY also acknowledges that the bid containing the lowest bid for the COUNTY Project may not necessarily include

the lowest submitted bid for the CITY Utility Work. The successful bidder is referred to in this Agreement as the COUNTY Contractor.

(d) Until twenty (20) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY may elect to withdraw the CITY Utility Work from the process by providing written notice to COUNTY. From twenty-one (21) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY shall not terminate this Agreement without providing thirty (30) days written notice to COUNTY and paying all costs and expenses incurred by COUNTY and COUNTY's Contractor for any CITY Utility Work completed at that point, except in the event the COUNTY breaches this Agreement.

Section 8. Administration of County Construction Contract.

(a) Any communication by CITY with COUNTY's contractor during construction must be through COUNTY or COUNTY's CEI Consultant. CITY is authorized to consult with the CEI Consultant during the construction period regarding the CITY Utility Work. Construction layout, construction coordination, including coordination with other utilities, and scheduling all work are the sole responsibility of COUNTY, the CEI Consultant, and COUNTY's Contractor and are not the responsibility of CITY or CPH.

(b) COUNTY shall ensure that the CEI Consultant performs the following: (1) schedule and attend the preconstruction meeting, progress meetings, and project closeout meetings with COUNTY's Contractor; (2) provide on-site inspection services, engineering services, and final quantities; (3) provide construction quality control (CQC) testing

personnel; and (4) issue recommendations to COUNTY's Contractor, coordinates the processing of contract change orders, process payment applications, and conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications, and other contract documents. All costs associated with CQC are the responsibility of COUNTY's Contractor.

(c) CITY shall ensure that it, CPH or both of them attends the preconstruction meeting, reviews and responds to COUNTY, COUNTY's Contractor, or CEI Consultant questions or requests for information and reviews proposed construction changes on behalf of the CITY and pertaining to the City Utility Work. The CITY shall consult with the COUNTY's CEI Consultant during the construction period. CITY shall not issue directions, interpretations, product approvals or denials, grant time extensions, approve payment of claims, or in any way administer the COUNTY Contract or construction or associated paperwork with COUNTY's Contractor since such actions must be approved and issued by COUNTY in accordance with the applicable provisions of COUNTY's Contract.

(d) CITY will have the opportunity to review and approve all shop drawings, manufacturers' brochures or catalogs, and change orders related to the CITY Utility Work prior to approval by COUNTY for inclusion in COUNTY's Contract. CITY is responsible for payment to the COUNTY for costs resulting from approved change orders related to the CITY Utility Work. COUNTY shall make all reasonable efforts to accommodate CITY's request for change orders relating to the CITY Utility Work. In the event of a conflict or dispute relating to CITY's request for a change order to the CITY Utility Work,

COUNTY, after written notice and consultation with the CITY, has final authority, as long as County's decision complies with County Code, permits, and this Agreement.

(e) CITY is solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the CITY Utility Work. COUNTY's Contractor shall take the bacteriological samples and submit satisfactory results, along with the required signed and sealed as-built or record drawing information, to COUNTY's CEI Consultant. COUNTY's CEI Consultant shall provide CITY with copies of the bacteriological sample reports, as-built survey and record drawing information and other supporting documents and coordinate with the CITY in obtaining the required signatures for FDEP certificates for permit clearances from CITY and CPH. CITY shall coordinate with CPH and work with COUNTY's CEI Consultant to ensure that permit clearance processing is handled in a timely manner.

Section 9. Inspection During Construction. During construction, construction engineering inspection services will be provided by any combination of CITY staff, COUNTY staff, COUNTY's CEI Consultant. CITY and CPH have the right at all times to non-intrusively inspect the CITY Utility Work and related construction and review any and all records relating to the performance of the CITY Utility Work, and the contract administration, and to attend all inspections by the CEI or the COUNTY. CITY and CPH will also evaluate compliance based on geotechnical testing and other reports provided by the CEI Consultant, and CITY and CPH can participate in the coordination of construction activities, including the survey and layout of construction. The CITY Utility Work will be coordinated with CITY. COUNTY and its agents will keep CITY informed of technical, cost and schedule impacts on the CITY Utility Work. CITY and CPH shall immediately

notify COUNTY and CEI Consultant upon the discovery of any non-compliant records or construction work or other issues of concern. COUNTY shall furnish CITY with three (3) copies of all reports requested by CITY. CITY shall ensure that copies of any reports or other documents issued by CITY inspectors or CPH for CITY Utility Work are provided to COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance of installed CITY Utility Work is the responsibility of the COUNTY's Contractor, as overseen by CITY. COUNTY's Contractor may not operate the utility system in any way, including, but not limited to, transferring old lines to new lines, or connecting new lines to existing utilities, without a CITY representative present. It is anticipated that installation and startup of the CITY Utility Work will occur prior to completion of the roadway portion of the construction contract. During this period, CITY will be the only party permitted to operate its facilities, but protection of the completed facilities and maintenance during construction will be the continued responsibility of COUNTY's Contractor until final contract closeout. COUNTY'S Contractor and CEI Consultant will take all reasonable measures to prevent or minimize cessation of utility service. If, during the course of the work, despite COUNTY's Contractor's and the CEI Consultant's reasonable measures, cessation of utility services occurs, it will not constitute a breach of this Agreement on the part of either party and neither party will be liable to the other for damage resulting from such cessation of services. This release of liability may not be construed as a general release of the COUNTY's Contractor awarded the COUNTY Contract or any other third party from any liability for any damage from whatever cause whatsoever, but is specific to a situation where disruption of service occurs despite COUNTY's Contractor's reasonable

measures. Upon completion of COUNTY Contract, acceptance of the CITY Utility Work by CITY, and final payment by CITY, CITY will own, have sole control, maintain, and be responsible for its utility facilities in accordance with the terms of any and all utility permits.

Section 11. Schedule/Suspension.

(a) Except as to delays covered by the force majeure provisions of COUNTY's Contract, long lead times for materials, or labor shortages and similar delays, if the CITY Utility Work is delayed for any reason within CITY's control, CITY will be responsible for the cost of any resultant time delays to COUNTY's roadway portion of the work performed by COUNTY's Contractor or CEI Consultant caused by CITY's delay. Time is of the essence in performing the obligations under this Agreement and the contracts with the CEI and the COUNTY's Contractor. If CITY breaches this Section 11 of this Agreement for failing to correct the breach after being given thirty days' detailed written notice of the breach, COUNTY may seek all available legal recourse, up to and including issuing a change order to the COUNTY's Contractor deleting the CITY's unfinished utility work from COUNTY's Contract.

(b) In the event COUNTY ceases or suspends the COUNTY project or the City Utility Work for any reason, CITY will reimburse the COUNTY for the CITY Utility Work completed as of the date of suspension. Any remaining unpaid portion of the CITY Utility Work will be performed by CITY and CITY will not have any further obligation to the COUNTY.

Section 12. Administrative Agent. COUNTY shall administer this Agreement by and through its departments and officers, consultants, and independent contractors.

Section 13. Cost Computation, Payment.

(a) CITY shall pay to COUNTY the cost of the CITY Utility Work consistent with the approved and accepted bid, as documented by invoices from COUNTY's Contractor to COUNTY, plus a portion of the cost of the services of the CEI Consultant calculated as stated in this Section 13.

(b) It is the intent of the parties that all construction costs for the CITY Utility Work, excluding the CEI Consultant services, and including regulatory compliance testing, survey layout, preparation of record drawings and closeout submittals and the maintenance bond, will be included in the bid price for the CITY Utility Work. If COUNTY incurs any cost directly related to performance of the CITY Utility Work, other than the CEI Consultant services not included in the bid price, CITY shall pre-approve those costs, absent an emergency, and included these costs in the amount payable by CITY upon submission of an invoice supporting the amount billed.

(c) CITY shall share with the County the cost of the CEI Consultant and for Maintenance of Traffic and Mobilization. City's share of the cost for these services will be calculated by multiplying the total cost for these services by the percentage resulting from dividing the cost of the CITY Utility Work by COUNTY's total contract price for the COUNTY Project, including the CITY Utility Work. Initially, the percentage to be used will be based upon the bid as awarded by COUNTY. At the conclusion of the COUNTY Project, the final percentage will be calculated based upon the final contract amounts as

adjusted by change orders, if any. Any difference between the amount paid using the initial percentage and the amount due using the final calculation will be paid by CITY or COUNTY, as the case may be, within thirty (30) days after close out of the COUNTY Contract. By way of example, if the COUNTY Contract, as awarded totals $1,000,000.00 (including the cost of the CITY Utility Work) and the portion of that amount attributable to the CITY Utility Work is $100,000.00, then the percentage applied to the CEI Consultant billing will be ten percent (10%) ($100,000.00 divided by $1,000,000.00). The same method will be used to calculate the final CEI Consultant fee percentage except the numbers will reflect the final contract amounts, including all change orders, if any.

(d) On or before the sixty-second (62nd) day after award of COUNTY Contract, CITY shall deposit with COUNTY the bid amount for the CITY Utility Work and the CITY Percentage for CEI, Mobilization and Maintenance of Traffic. These funds will be held in a separate account and utilized to pay COUNTY Contractor's invoices related to the CITY Utility Work and the applicable portion of the CEI Consultant's fee. If funds remain in the account after COUNTY Contract closeout, these funds will be credited against any and all other charges payable by CITY to COUNTY pursuant to this Agreement. COUNTY shall refund any remainder to CITY within thirty (30) days of closeout of the COUNTY Contract.

(e) Beginning on the first day of the month following receipt of the first invoice from COUNTY's Contractor, COUNTY shall issue monthly bills to CITY for CITY's portion of payment due for the CITY Utility Work and the fee paid to the CEI Consultant, calculated as stated above. All late payments will be assessed non-refundable interest at the statutory rate.

Section 14. Closeout. Each time COUNTY makes a determination of substantial or final completion, punch list walk through, or acceptance of COUNTY Contractor's work on the CITY Utility Work, COUNTY shall consult the CITY and seek CITY's written concurrence. CITY will be entitled to receive as-built survey drawings including one (1) electronic set of as-built survey drawings reflecting the CITY Utility Work, provided CITY has made all payments required by this Agreement. In addition, CITY will receive a one-year warranty for CITY Utility Work. COUNTY shall transfer to the CITY all respective engineer's certificates and Contractor and manufacturer's bonds, indemnities and warranties that relate to the CITY Utility Work.

Section 15. CITY Obligations After Closeout.

(a) CITY will become and remain solely responsible for all functional maintenance and repair of the PVC and HDPE Water Mains ranging in size from 6-inches to 12-inches, service lines, and all appurtenances.

(b) CITY shall maintain, repair and replace, in accordance with COUNTY Standards, all landscaping located in the public rights-of-way disturbed by the utility work adjacent to Oxford Road and Derbyshire Road.

Section 16. COUNTY Obligations After Closeout.

(a) COUNTY will become and remain solely responsible for the roadway, including the sidewalk and stormwater infrastructure.

(b) COUNTY shall maintain, repair and replace the roadway.

Section 17. Duties and Level of Services. COUNTY, COUNTY's Contractor, and the CEI Consultant shall coordinate and consult in good faith with CITY about all

services and work performed pursuant to this Agreement. Notwithstanding the above, all services and work under this Agreement will be performed to the satisfaction of COUNTY or COUNTY's CEI Consultant, which is authorized to decide, after consultation with CITY and in accordance with County Code, permits, and as provided in this Agreement, all questions, difficulties and disputes of whatever nature that may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work under this Agreement, and the character, quality, amount, and value of such work, which decision upon all claims, questions, and disputes will be final and conclusive with respect to all services and work performed or to be performed.

Section 18. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement will have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges whether granted by operation of law or by policy of the non-employing party.

Section 19. Funding/Breach/Termination. CITY, by approving and executing this Agreement, represents and warrants that sufficient funds are available and have been properly budgeted to pay the anticipated costs of the CITY Utility Work and a portion of the CEI Consultant's fees, all as envisioned by this Agreement. CITY understands and agrees that it is in the best interest of both parties that the CITY Utility Work be accomplished simultaneously with COUNTY Project. Accordingly, CITY shall not terminate this Agreement, except to withdraw the CITY Utility Work from the process in a timely manner as allowed by Section 7(e) or in the case of a breach of this Agreement by COUNTY or its agents, and in accordance with the provisions of this Section 19. To

facilitate performance pursuant to this Agreement, each party shall provide full cooperation and assistance to the other. Except for failure to make payment, the circumstances whereby COUNTY may terminate this Agreement and remove the CITY Utility Work from COUNTY Project are specified throughout this Agreement and are not subject to the provisions of this Section 19. As to any CITY claim of breach by COUNTY and as to a COUNTY claim of non-payment by CITY, the following apply:

(a) Notice. The party making the claim shall provide a written statement of the claim, providing as much detail as is reasonably possible under the circumstances. The other party will have ten (10) days to resolve the claim or, if the matter cannot be resolved in that time period, begin resolution of the claim and complete resolution of the claim in a timely manner thereafter.

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the City Manager for CITY and the County Manager for COUNTY shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between City Manager for CITY and the County Manager for COUNTY, either party may seek all remedies available at law or in equity. However, prior to commencement of any suit, they shall first engage in dispute resolution as provided in this Section 19. In all events except breach of this Agreement by COUNTY or its agents, CITY shall reimburse COUNTY for all costs and expenses incurred for the CITY Utility Work through the date of termination, including the amounts payable to COUNTY's Contractor and the CEI Consultant.

Section 20. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:

Darren Gray
County Manager
Seminole County
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

With a copy to:

Jean Jreij, P.E.
Director
Seminole County
Department of Public Works
1001 East 1st Street
Sanford, FL 32771

For CITY:

Norton N. Bonaparte, Jr.
City Manager
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771

With a copy to:

Brynt Johnson, P.E.
Director
City of Sanford
Department of Public Works & Utilities
300 N. Park Avenue
Sanford, FL 32771

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

Section 21. Liability/Third Party Beneficiary.

(a) COUNTY recognizes that the CITY is solely providing CITY Construction Design Plans and funding assistance for the COUNTY Project, and is not involved in the construction, operation or maintenance of the COUNTY Project.

(b) To Third Parties. As to the CITY's Construction Design Plans, CITY, to the extent permitted by Florida Law, shall indemnify and hold COUNTY harmless from and against all liability, loss, costs, damages, and claims of any kind arising from personal injuries, including death, or property damage suffered by third parties as a result of the

CITY's Construction Design Plans for the CITY Utility Work. The term "third parties" is intended to mean all persons, firms, or other legal entities, but not including, COUNTY, COUNTY's Contractor, and the CEI Consultant. COUNTY Contractor's contract and CEI Consultant's contract must include an indemnity in favor of CITY, as well as in favor of COUNTY, in their respective contracts for all liability arising from COUNTY Contractor's work or CEI Consultant's work, respectively. Further, these contractors shall include a provision stating that CITY is an intended third-party beneficiary of their respective contracts. Nothing in this Agreement or in this Subsection may be construed to waive or expand the provisions and requirement of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time.

(b) To COUNTY. To the extent of the CITY's Construction Design Plans, the CITY shall indemnify and hold COUNTY harmless from any and all properly presented and meritorious contract claims made by COUNTY's Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses for both home office and field operations, or any such cost or expense related to or arising from the CITY's Construction Design Plans, it being understood and agreed that COUNTY is including this work in its COUNTY contract in order to save CITY time and money and that COUNTY is essentially acting as CITY's agent with respect to this work. In addition, to the extent permitted by law, CITY shall indemnify COUNTY, the COUNTY's Contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of CITY to obtain necessary easements for the location of CITY facilities outside COUNTY's rights of way, if any. CITY will be relieved from the obligations imposed by this Section 21 on account of any breach of contract by COUNTY or its agents related to this Agreement, COUNTY's

Contract with its Contractor or the contract with the CEI Consultant. CITY shall pay the total amount that may be or become payable on account of any claim covered by this Section 21, less the amount the CITY is entitled to recover in damages from COUNTY on account of the breach of contract. CITY has the right to participate in any settlement discussions with CEI Consultant or COUNTY's Contractor relating to the CITY Utility Work if CITY pays its share the costs of litigation, including the judgment. Nothing in this Agreement or this Subsection may be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. The parties do not assume any liability for the negligent or wrongful acts or omissions of the other party.

(c) These indemnity obligations include any and all charges, expenses and costs, including but not limited to, attorney's fees, both at trial and on appeal, incurred by COUNTY on account of or by reason of any such damages, liability, claims, suits, or losses.

Section 22. Entire Agreement. The entire Agreement of the parties is contained in this Agreement and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement, except as noted regarding changes to the CITY Construction Design Plans that do not require an amendment to this Agreement, will be valid only when expressed in writing and duly signed by the parties.

Section 23. Conflict of Interest.

(a) The parties shall 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 that would violate or cause third parties 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.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this 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) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 24. Constitutional and Statutory Limitations. The terms and conditions of this Agreement are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of CITY and COUNTY.

Section 25. 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 26. 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 does 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.

Section 27. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) 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 28. 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.

[Balance of this page intentionally blank; signatory page continues on page 23.]

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

ATTEST:

TRACI HOUCHIN, City Clerk

Cathy LoTempio, Deputy City Clerk

CITY OF SANFORD

By: _____
ART WOODRUFF, Mayor

Date: 1-13-25

For the use and reliance of Sanford only.

As authorized for execution by the Board of City Commissioners at its January, 13, 2025, regular meeting

Approved as to form and Legal sufficiency.

_____
Assistant City Attorney, LONNIE N GROOT

[Balance of this page intentionally blank; signatory page continues on page 24.]

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.

Approved as to form and
Legal sufficiency.

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

_____
County Attorney

DGS/sfa
11/22/2024
Attachments
Exhibit A – CITY Utility Work BASE BID - SCHEDULE OF PRICES
Exhibit B – Construction Plans

T:\Users\Legal Secretary CSB\Public Works\Agreements\2024\Utility Interlocal with City of Sanford - Old Lake Mary Road Sidewalk Project.docx

Exhibit A

CITY OF SANFORD
OLD LAKE MARY ROAD
CIP NO. 01785248

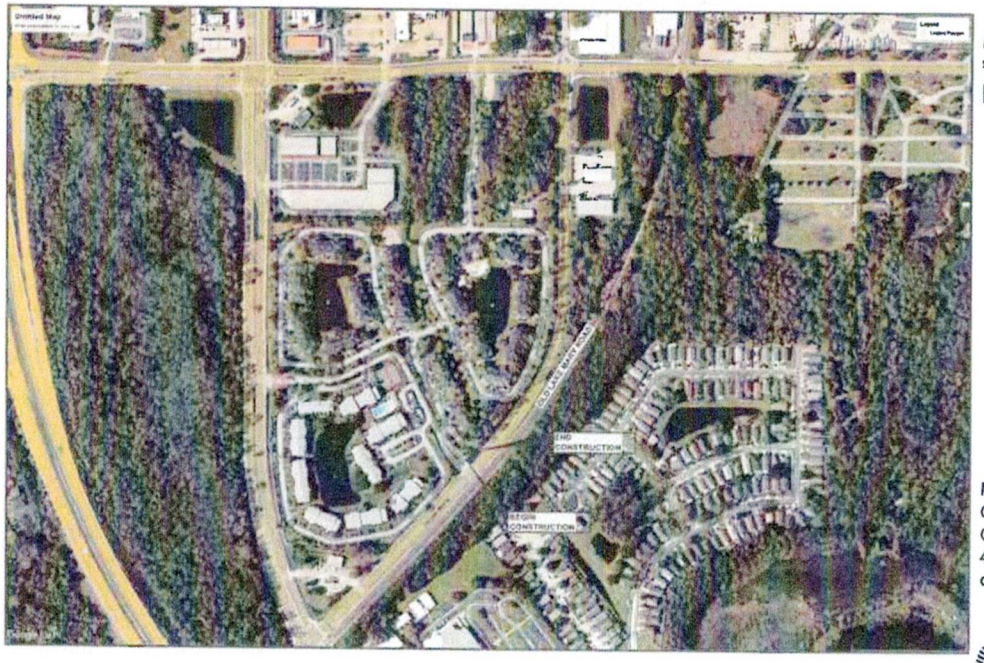
CONTRACTOR: SEMINOLE COUNTY

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$10,000.00	$10,000.00
2	Record Drawings	LS	1	$5,000.00	$5,000.00
3	Demobilization and Cleanup	LS	1	$5,000.00	$5,000.00
4	Preconstruction Video	LS	1	$1,500.00	$1,500.00
5	Temporary Traffic Control (Maintenance of Traffic)				
6	Old Lake Mary Road	LS	1	$5,000.00	$5,000.00
7	Erosion and Sediment Control	LS	1	$2,000.00	$2,000.00
8	Silt Fence	LF	150	$4.00	$600.00
9	Clearing and Grubbing	LS	1	$2,000.00	$2,000.00
10	6" Reclaimed Water Main (PVC) (Remove)	LF	50	$30.00	$1,500.00
11	6" D.I. Bends (45, 90) (Reclaimed Water Main) (Furnish and Install)	EA	5	$900.00	$4,500.00
12	6" Reclaimed Water Main (Open Cut) (PVC) (Furnish and Install)	LF	50	$125.00	$6,250.00
13	6" Gate Valve (Furnish and Install)	EA	1	$1,500.00	$1,500.00
14	Line Stop Assembly, 6" (Furnish and Install)	EA	1	$7,000.00	$7,000.00
15	Cut and Cap Existing 6" RWM (Install Restrained Cap / Thrust Collar)	EA	1	$1,850.00	$1,850.00
16	Sodding (Bahia) (Furnish and Install)	SY	66	$8.00	$528.00
Total					**$54,228.00**

CITY OF SANFORD

OLD LAKE MARY ROAD RECLAIMED WATER MAIN RELOCATION

SEMINOLE COUNTY CIP NO. 01785248



Michael Gordon Cannon P.E. 49485 State of Florida

MICHAEL GORDON CANNON LICENSE No 49485 STATE OF FLORIDA PROFESSIONAL ENGINEER

* NOTE: THE SCALE OF THESE PLANS MAY * HAVE CHANGED DUE TO REPRODUCTION

811 Know what's below. Call before you dig.

CITY OF SANFORD WATER & SEWER UTILITIES

City Officials

MAYOR
Art Woodruff

COMMISSIONERS
District 1: Sheena Britton
District 2: Kerry Wiggins
District 3: Patrick Austin
District 4: Patty Mahany

CITY MANAGER
Norton N. Bonaparte, Jr

DIRECTOR OF PUBLIC WORKS AND UTILITIES
Brynt Johnson

Index of Sheets

1. COVER SHEET
2. SUMMARY OF QUANTITIES
3. SURVEY
4. GENERAL NOTES
5. PLAN AND PROFILE
6. - 9. UTILITY DETAILS

CITY OF SANFORD WATER & SEWER UTILITIES

300 North Park Ave
Sanford, FL 32771-2708
Phone 407-688-5600
www. sanfordfl.gov

NOTICE*
THIS SET OF PLANS IS NOT VALID FOR CONSTRUCTION PURPOSES WITHOUT BEING STAMPED "APPROVED FOR CONSTRUCTION BY CITY OF SANFORD." PLANS WITHOUT THIS STAMP ARE GIVEN FOR INFORMATIONAL PURPOSES ONLY

JOB# OLD LAKE MARY
DATE: JUNE., 2024

Michael Cannon FL P.E. No. 49485

ITEM NO.	DESCRIPTION	UNITS	QUANTITIES	
			Sheet 4	Total
1	Mobilization	LS		1
2	Maintenance of Traffic	LS		1
3	Preconstruction Video	LS		1
4	Erosion and Sediment Control	LS		1
5	Silt Fence	LF	150	150
7	Clearing and Grubbing	LS	1	1
9	Fittings (D.I.) (Reclaimed Water Main)	TN	0.21	0.21
11	6" Reclaimed Water Main (Open Cut) (D.I. or PVC)	LF	50	50
22	6" Gate Valve	EA	1	1
26	6 "x 6" Tapping Sleeve and Valve (RWM)	EA	1	1
35	Line Stop Assembly (6")	EA	1	1
41	Cut and Cap Existing 6" Reclaimed Water Main (Restrained Cap / Thrust Collar)	EA	1	1
48	Remove Existing Water Main (6")	LF	50	50
57	Remove and Replace Concrete Curb (Type "D")	LF	15	15
59	Sodding (Bahia)	SY	66	66

GENERAL PROVISIONS

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE A PRE-CONSTRUCTION VIDEO (DVD FORMAT) AT THE EXISTING LIFT STATION SITE, THE NEW LIFT STATION SITE, AND ALL AREAS GENERALLY LOCATED ALONG PINE WAY, IN PARTICULAR. THE VIDEO SHALL DOCUMENT THE CONDITION OF EXISTING DRIVEWAYS, BUILDINGS, STRUCTURES, MAILBOXES, SIGNS, FENCES AND LANDSCAPING ALONG PROPOSED CONSTRUCTION AREAS.

2. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

3. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.

4. THE SIZE OF THIS PROJECT IS LESS THAN 1.0 ACRE; THEREFORE, THE CONSTRUCTION IS NOT REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. HOWEVER, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

5. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS REPRESENT A MINIMUM REQUIREMENT. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES NEEDED IN ORDER TO PREVENT THE TRANSFER OF SEDIMENT FROM THE PROJECT AREA AND PREVENT THE EROSION OF SURFACES DURING CONSTRUCTION, AS NEEDED TO PROTECT ADJACENT PROPERTIES AND WATER BODIES.

6. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE CONDUCTED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, OPERATION, AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH LOCAL CODES AND REGULATIONS. IF DEWATERING EQUIPMENT NEEDED EXCEEDS ANY OF THE FOLLOWING: 1) 6" PUMP VOLUTE; 2) 100,000 GPD TOTAL 24 HOUR (1 DAY) DEWATERING, AND; 3) 1,000,000 GPD PUMP CAPACITY, THE CONTRACTOR SHALL BE REQUIRED TO PERMIT THE DEWATERING SYSTEM WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD). THE ENGINEER AND/OR OWNER SHALL BE NOTIFIED IMMEDIATELY IF ANY OF THE ABOVE THRESHOLDS ARE EXCEEDED.

7. DEWATERING DISCHARGE FROM THE SITE SHALL COMPLY WITH ALL NPDES GENERAL PERMIT REQUIREMENTS AND STATE WATER QUALITY STANDARDS. PROVIDE ALL TESTING AND PERMITTING REQUIRED AND COMPLY WITH ALL TREATMENT OR DISPOSAL METHODS REQUIRED TO MEET ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.

8. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES AT THE EXISTING AND PROPOSED CONSTRUCTION SITES, AND WITHIN THE RIGHT-OF-WAY AND EASEMENTS, AND OTHER AREAS SPECIFICALLY DESIGNATED FOR CONSTRUCTION. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

9. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

10. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.

2. THE LOCATION, MATERIAL TYPE, AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING "811" AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION.

4. THE FOLLOWING UTILITIES HAVE PREVIOUSLY INDICATED THAT THEY MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:

   AT&T DISTRIBUTION
   ATTN: TANERHA PHILPOT
   [illegible]
   E-MAIL: TP0844@ATT.COM

   UNITI FIBER
   ATTN: D. J. MCAULEY
   [illegible]
   E-MAIL: DAVID.MCAULEY@UNITI.COM

   CHARTER COMMUNICATIONS (SPECTRUM)
   ATTN: MARVIN USRY
   [illegible]
   E-MAIL: MARVIN.USRY@CHARTER.COM

   FLORIDA POWER & LIGHT
   ATTN: CHRIS DUGHAUME
   [illegible]

   SEMINOLE COUNTY TRAFFIC ENGINEERING
   ATTN: JOHN BROWN
   [illegible]

   FLORIDA PUBLIC UTILITIES
   ATTN: DAVE JOHNSON
   [illegible]
   E-MAIL: DJOHNSON@CHPK.COM

   CITY OF SANFORD
   ATTN: DONOVAN TUCKER
   407-271-2174
   E-MAIL: DONOVAN.TUCKER@SANFORDFL.GOV

5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.

7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.

8. THE CONTRACTOR SHALL FIELD LOCATE ALL WATER AND SEWER SERVICES AND LATERALS WITHIN THE PROPOSED CONSTRUCTION AREA PRIOR TO CONSTRUCTION AND ADJUST THE PROPOSED CONSTRUCTION AS NEEDED TO ACCOMMODATE THESE EXISTING LINES.

9. TYPICAL DETAILS AND PROPOSED CONSTRUCTION AS SHOWN ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE PROPOSED CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDED IT COMPLIES WITH THE PROJECT SPECIFICATIONS AND APPROVAL IS RECEIVED FROM THE ENGINEER. WHERE SUCH PROPOSED REVISIONS DEVIATE FROM THE FDEP CONSTRUCTION PERMIT, THEN SUCH REVISIONS WILL ALSO REQUIRE APPROVAL FROM FDEP.

10. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, SIZE, MATERIAL TYPE, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

11. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION.

TRAFFIC CONTROL

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW ALL PROPOSED TRAFFIC CONTROL SIGNS, PAVEMENT MARKINGS, AND BARRICADES, AND SHALL DETAIL ALL PROPOSED CONSTRUCTION SEQUENCING. THE M.O.T. PLAN AND INSTALLED TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION. TRAFFIC CONTROL MEASURES AT PINE WAY SHALL BE APPROVED BY SEMINOLE CO.

2. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD CONSTRUCTION ("STANDARD PLANS") INDEX NO. 102-600 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION.

3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION.

4. CONTACT PROPERTY OWNERS AFFECTED BY CONSTRUCTION. COORDINATE TEMPORARY DRIVEWAY CLOSURES AND SEQUENCING. MAINTAIN ACCESS FOR ALL PROPERTY OWNERS DURING CONSTRUCTION.

5. WET UNSTABILIZED AREAS AS NECESSARY TO CONTROL DUST.

6. ADJUST TRAFFIC CONTROL DEVICES AS REQUIRED UNDER EMERGENCY CONDITIONS.

7. THE CONTRACTOR IS EXPECTED TO COORDINATE ITS ACTIVITIES WITH OTHER CONTRACTORS WHO MAY BE WORKING IN THE IMMEDIATE VICINITY.

8. WHEN WORK OCCURS WITHIN 15-FT OF ACTIVE ROAD TRAVEL WAY BUT NO CLOSER THAN 2-FT FROM THE TRAVEL WAY, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 102-600, 102-602, AND 102-612. WHEN WORK OCCURS BETWEEN THE ROAD CENTERLINE AND A LINE 2-FT OUTSIDE THE EDGE OF THE TRAVEL WAY, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS NO. 102-603, AND 102-603.

9. TYPE I OR TYPE II BARRICADES AT 20-FT CENTERS SHALL BE PLACED AND MAINTAINED ALONG THE EDGE OF THE ROAD WHEREVER HAZARDS EXIST AND TO BLOCK ENTRANCE INTO COMPLETED OR PARTIALLY COMPLETED PAVEMENTS UNTIL SUCH PAVEMENTS ARE OPEN TO PUBLIC USE.

10. WHERE A DROP-OFF CONDITION IN THE WORK ZONE OCCURS, IT SHALL BE MITIGATED IN ACCORDANCE WITH FDOT INDEX 600. REFER TO FDOT STANDARD PLANS INDEX NO. 600 FOR THE DEFINITION OF A DROP-OFF.

No	Date	Revision	By	No	Date	Revision	By
△				△			
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△				△			

Drawing name: E:\Old Lake Mary Road\Cad Design Files\2 - Old Lake Mary - General Notes.dwg Nov 20, 2024 - 9:53am Tuckerd

CITY OF SANFORD
WATER & SEWER UTILITIES

811 Know what's below. Call before you dig.

Designed by:	MC	Date:	8/2024
Drawn by:	DT	Scale:	1" = 20' (H) 1" = 2' (V)
Checked by:	ME		
Approved by:	MC		
Job No.	OLDLKMY		© 2024

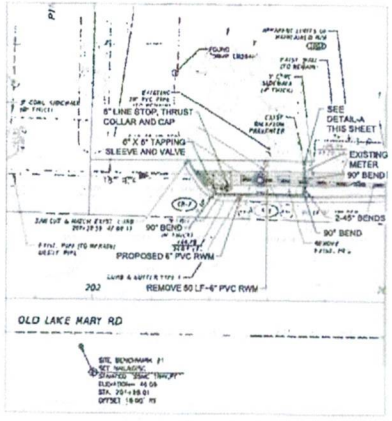
OLD LAKE MARY ROAD
RECLAIMED WATER MAIN RELOCATION
CITY OF SANFORD

Michael G. Cannon, P.E.
FL P.E. No. 43405

City of Sanford Utilities Department
300 N. Park Ave.
Sanford, FL 32771
407-688-5177

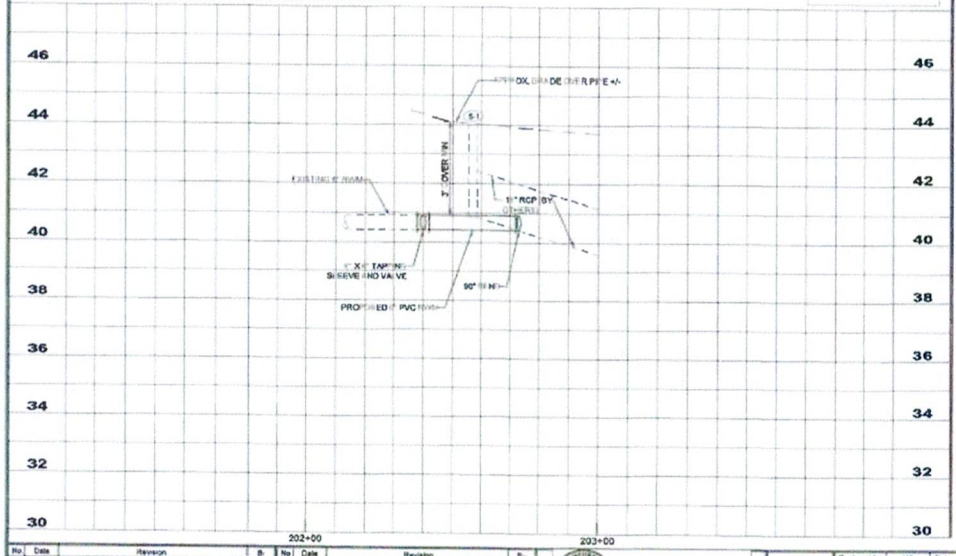
GENERAL NOTES

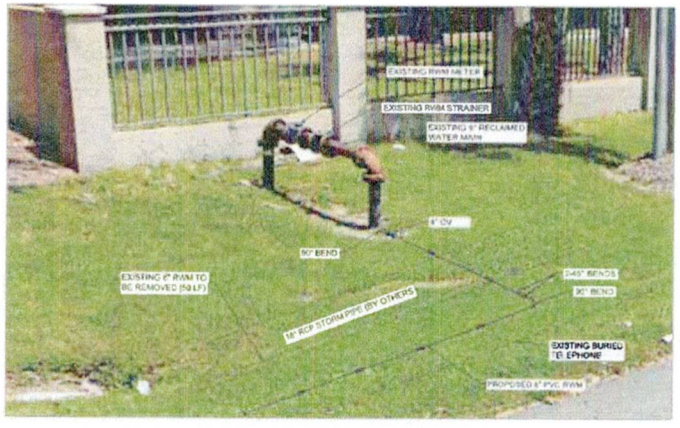
Sheet No.
3



NOTES:

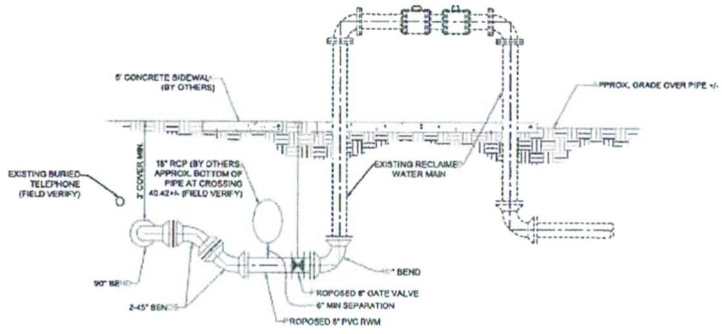
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF SANFORD'S UTILITIES SPECIFICATIONS AND STANDARDS MANUAL, 2ND EDITION.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION





EXISTING ABOVE GROUND RECLAIMED METER

NTS



NOTES:

1. PLEASE REFER TO THE SEMINOLE COUNTY PLANS FOR THE REQUIRED DEPTH OF THE 18" RCP STORM PIPE AT THE RWM CROSSING. CONTRACTOR TO VERIFY THE DEPTH OF THE 18" STORM PIPE AND ENSURE A MINIMUM SEPARATION OF 6 INCHES IS MAINTAINED AT THE CROSSING.

DETAIL - A

N.T.S.

No.	Date	Revision	By
1			
2			
3			

No.	Date	Revision	By
1			
2			
3			

CITY OF SANFORD
WATER & SEWER UTILITIES

811 Call before you dig

Designed by:	MC	Date: 9/2024
Drawn by:	DT	Scale: 1" = 20' (H) 1" = 2' (V)
Checked by:	MB	
Approved by:	MC	
Job No.	OLDLKMY	

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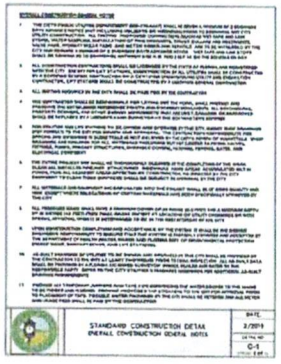
OLD LAKE MARY ROAD
RECLAIMED WATER MAIN RELOCATION
CITY OF SANFORD

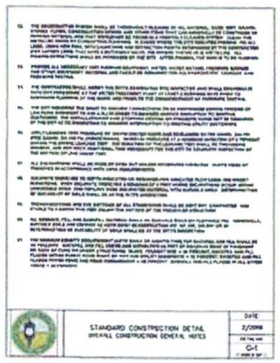
Michael D. Cameron, P.E.
FL P.E No 49481

City of Sanford Utilities Department
300 N. Park Ave.
Sanford, FL 32771
407-688-5177

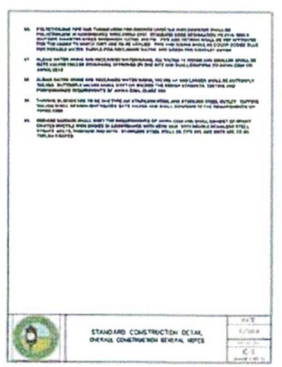
Plan and Profile
Sta. 202+00 to Sta. 203+00

Sheet No. 4


STANDARD CONSTRUCTION DETAIL
OVERALL CONSTRUCTION GENERAL NOTES
C-1


STANDARD CONSTRUCTION DETAIL
OVERALL CONSTRUCTION GENERAL NOTES
C-1


STANDARD CONSTRUCTION DETAIL
OVERALL CONSTRUCTION GENERAL NOTES
C-1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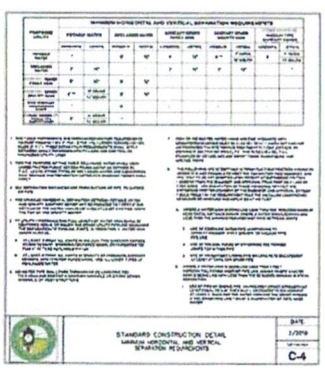
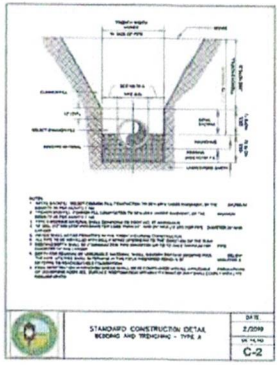
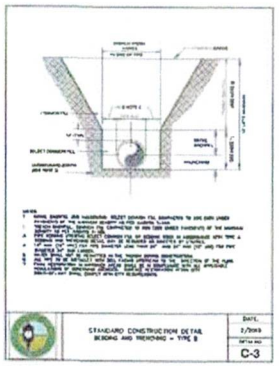
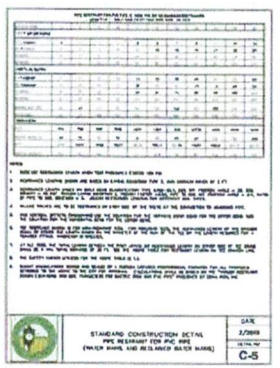
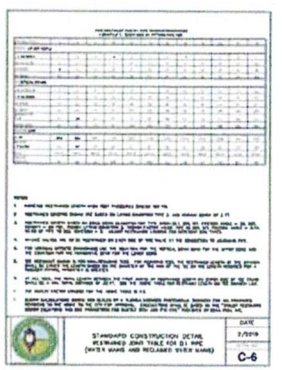
OVERALL CONSTRUCTION GENERAL NOTES
C-1

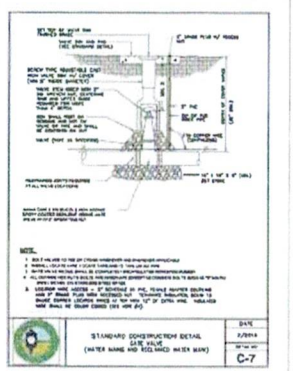

STANDARD CONSTRUCTION DETAIL
MINIMUM HORIZONTAL AND VERTICAL
SEPARATION REQUIREMENTS
C-4

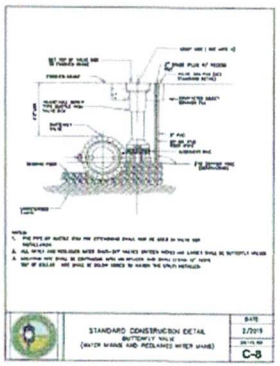

STANDARD CONSTRUCTION DETAIL
BEDDING AND TRENCHING - TYPE A
C-2

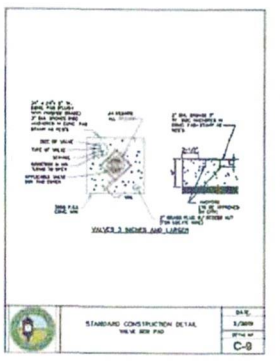

STANDARD CONSTRUCTION DETAIL
BEDDING AND TRENCHING - TYPE B
C-3


STANDARD CONSTRUCTION DETAIL
PIPE RESERVED FOR PVC PIPE
(WATER MAINS AND RECLAIMED WATER MAINS)
C-5

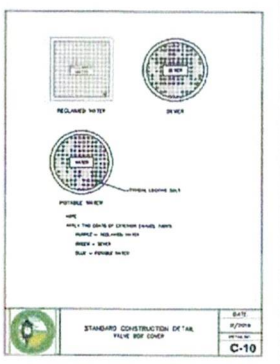

STANDARD CONSTRUCTION DETAIL
RESERVED JOINT TABLE FOR D.I. PIPE
(WATER MAINS AND RECLAIMED WATER MAINS)
C-6


STANDARD CONSTRUCTION DETAIL
GATE VALVE
(WATER MAINS AND RECLAIMED WATER MAINS)
C-7

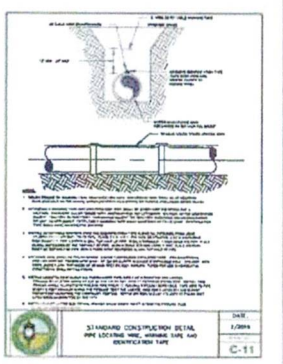

STANDARD CONSTRUCTION DETAIL
BUTTERFLY VALVE
(WATER MAINS AND RECLAIMED WATER MAINS)
C-8

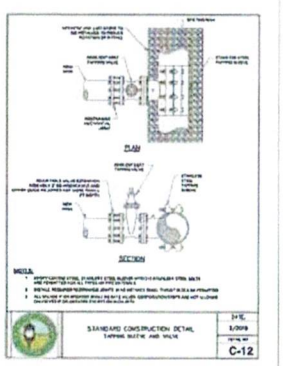


STANDARD CONSTRUCTION DETAIL
VALVE BOX PAD
C-9



STANDARD CONSTRUCTION DETAIL
VALVE BOX COVER
C-10


STANDARD CONSTRUCTION DETAIL
PIPE LOCATING WIRE, WARNING TAPE AND
IDENTIFICATION TAPE
C-11



STANDARD CONSTRUCTION DETAIL
TAPPING SLEEVE AND VALVE
C-12

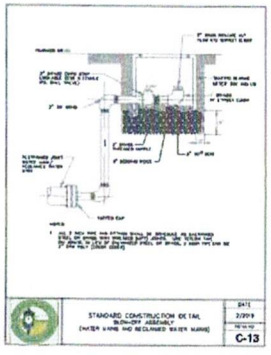
811
Know what's below
Call before you dig.

2024

CITY OF SANFORD WATER & SEWER UTILITIES

CITY OF SANFORD UTILITY DETAILS

Sheet No
5



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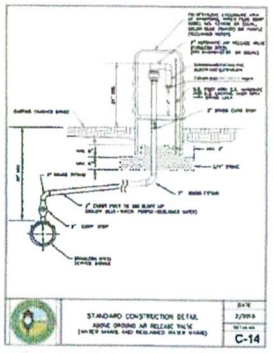

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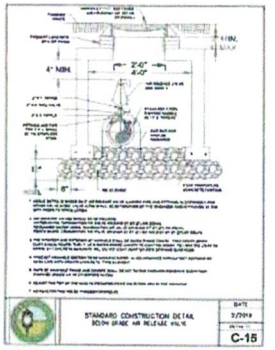

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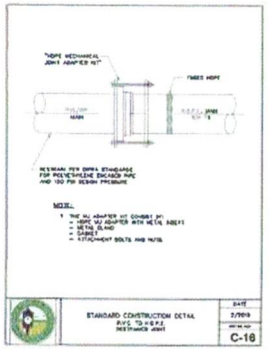

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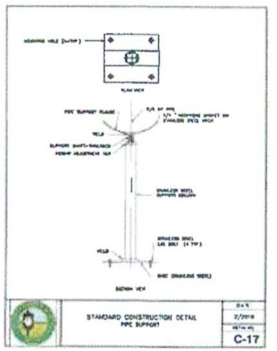

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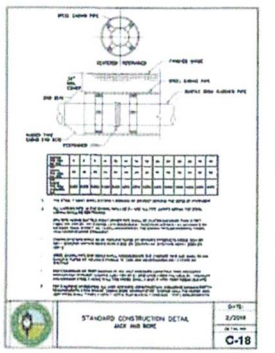

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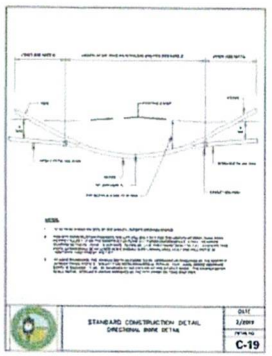

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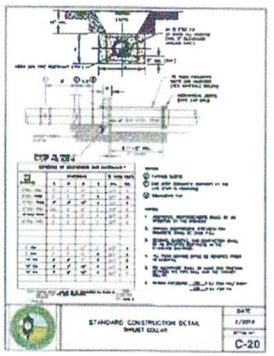

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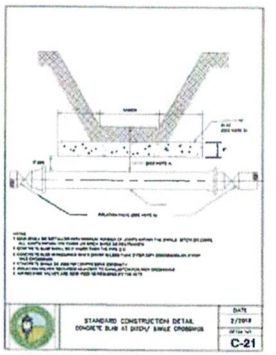

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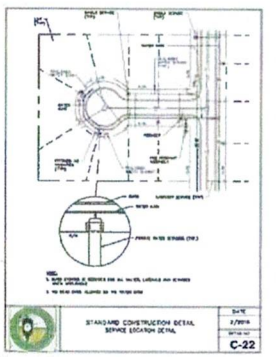

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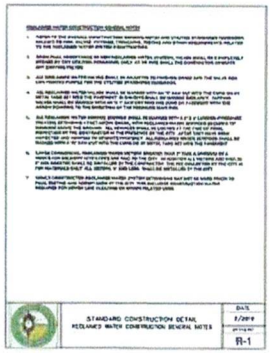
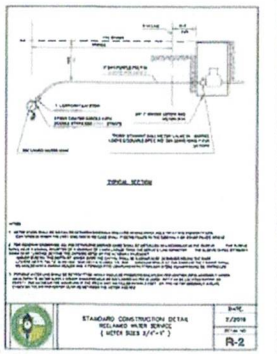


STANDARD CONSTRUCTION DETAIL
R-1



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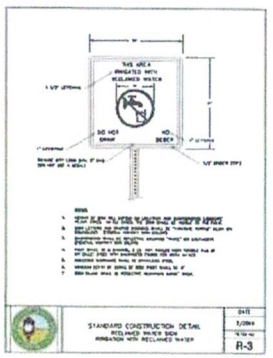
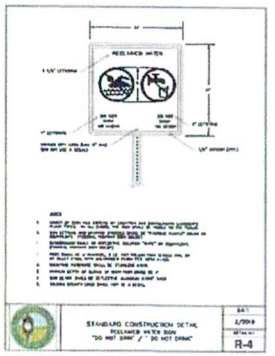
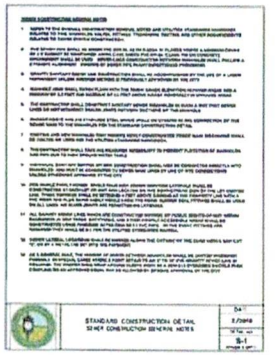


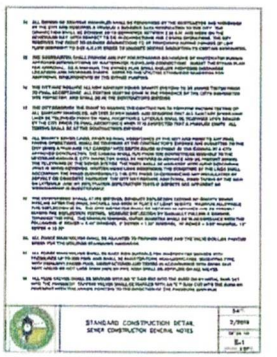
STANDARD CONSTRUCTION DETAIL
R-3



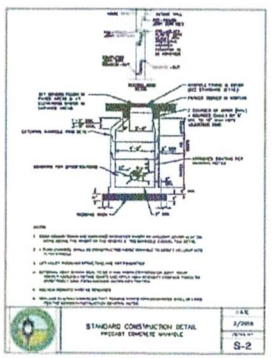
STANDARD CONSTRUCTION DETAIL
R-4



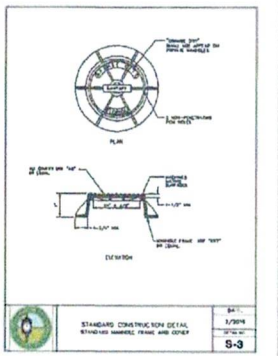
STANDARD CONSTRUCTION DETAIL
S-1



STANDARD CONSTRUCTION DETAIL
S-1



STANDARD CONSTRUCTION DETAIL
S-2



STANDARD CONSTRUCTION DETAIL
S-3

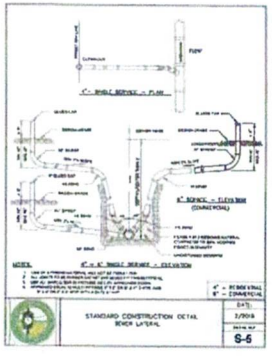
811 Know what's below. Call before you dig.

CITY OF SANFORD WATER & SEWER UTILITIES

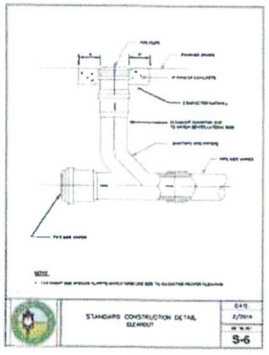
CITY OF SANFORD UTILITY DETAILS

2024

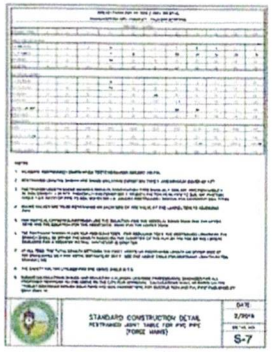
Sheet No. 6



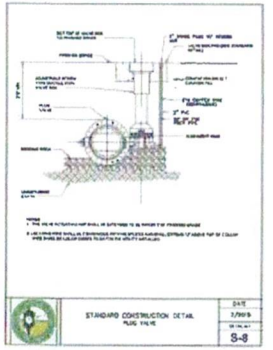
STANDARD CONSTRUCTION DETAIL
SEWER LATERAL
S-5



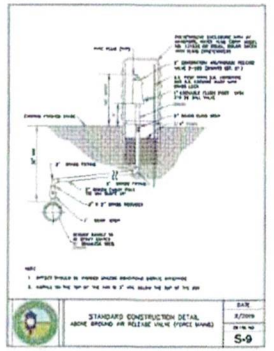
STANDARD CONSTRUCTION DETAIL
CLEANOUT
S-6



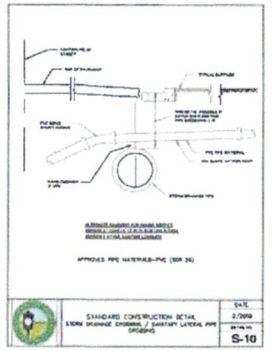
STANDARD CONSTRUCTION DETAIL
RESTRAINED JOINT TABLE FOR PVC PIPE
(FORCE MAINS)
S-7



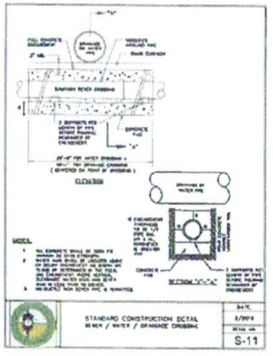
STANDARD CONSTRUCTION DETAIL
PLUG VALVE
S-8



STANDARD CONSTRUCTION DETAIL
ABOVE GROUND AIR RELEASE VALVE (FORCE MAINS)
S-9



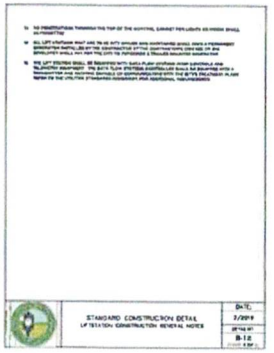
STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE CROSSING / SANITARY LATERAL PIPE CROSSING
S-10



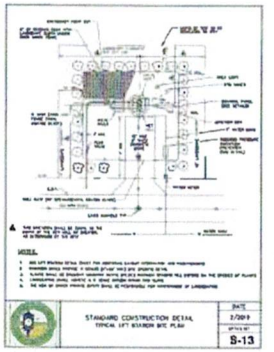
STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING
S-11



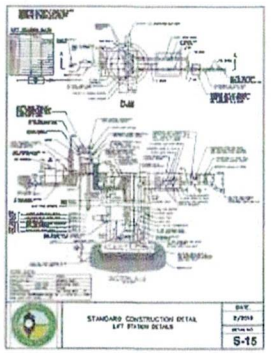
STANDARD CONSTRUCTION DETAIL
LIFT STATION CONSTRUCTION GENERAL NOTES
S-12



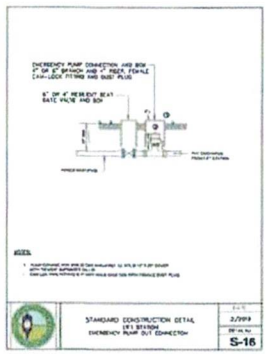
STANDARD CONSTRUCTION DETAIL
LIFTSTATION CONSTRUCTION GENERAL NOTES
S-12



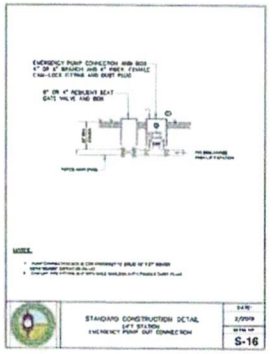
STANDARD CONSTRUCTION DETAIL
TYPICAL LIFT STATION SITE PLAN
S-13



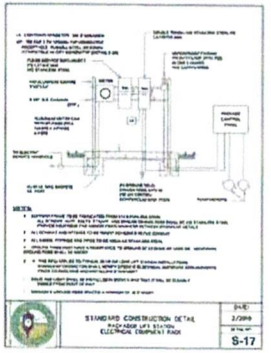
STANDARD CONSTRUCTION DETAIL
LIFT STATION DETAILS
S-15



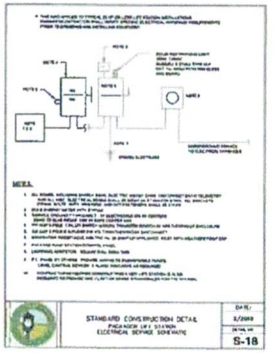
STANDARD CONSTRUCTION DETAIL
LIFT STATION
EMERGENCY PUMP OUT CONNECTION
S-16



STANDARD CONSTRUCTION DETAIL
LIFT STATION
EMERGENCY PUMP OUT CONNECTION
S-16



STANDARD CONSTRUCTION DETAIL
PACKAGE LIFT STATION
ELECTRICAL EQUIPMENT RACK
S-17



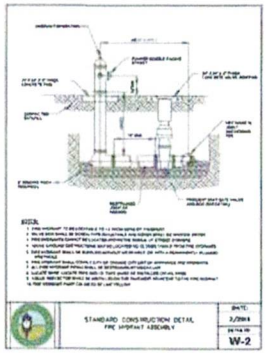
STANDARD CONSTRUCTION DETAIL
PACKAGE LIFT STATION
ELECTRICAL SERVICE SCHEMATIC
S-18



STANDARD CONSTRUCTION DETAIL
PORTABLE WATER DISINFECTION GENERAL NOTES
W-1



STANDARD CONSTRUCTION DETAIL
PORTABLE WATER CONSTRUCTION GENERAL NOTES
W-1



STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
W-2

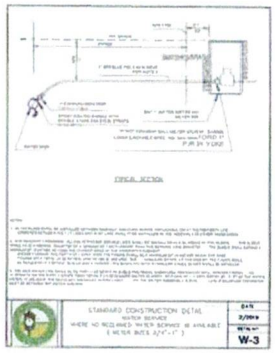
811 Know what's below. Call before you dig.

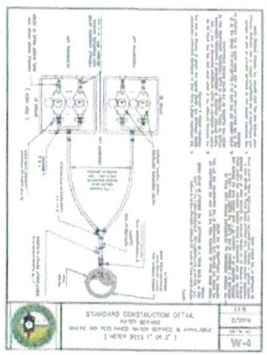
CITY OF SANFORD WATER & SEWER UTILITIES

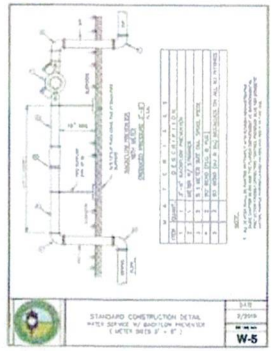
CITY OF SANFORD UTILITY DETAILS

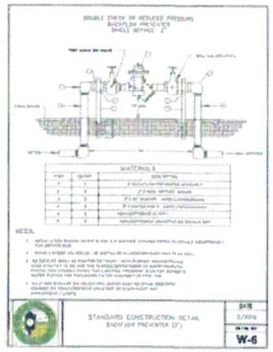
2024

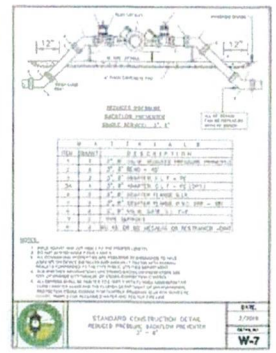
Sheet No. 7

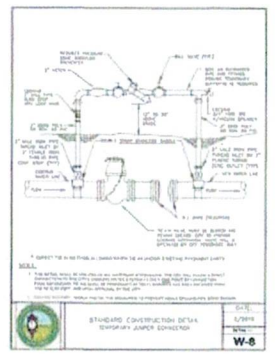


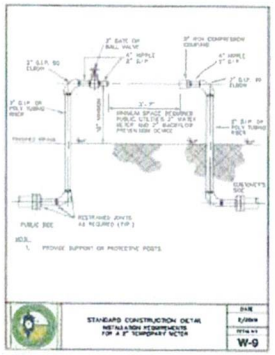


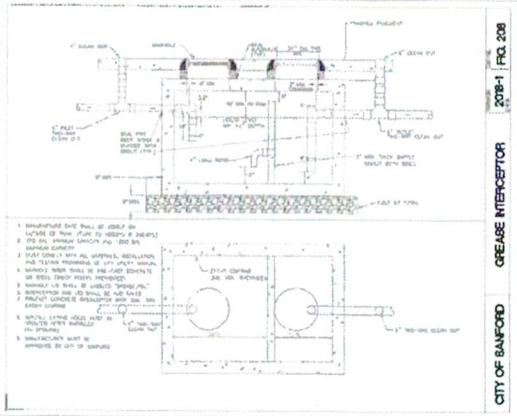


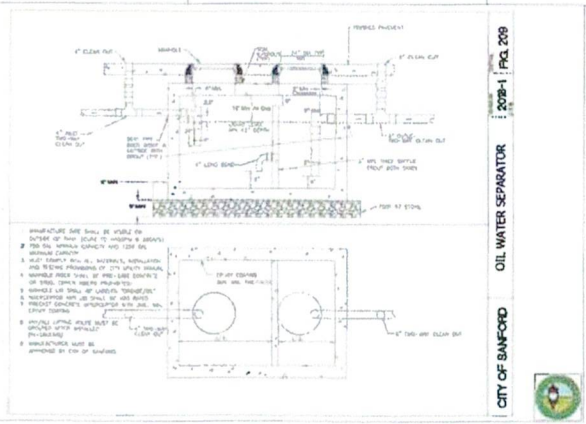


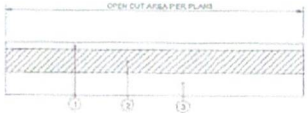












1. 1.5" TYPE SP STRUCTURAL COURSE (SP-12.5)
2. 6" LIMEROCK BASE MINIMUM LBR OF 100, PLACED IN 6" MAXIMUM LIFTS, COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (AASHTO T-180) CONTRACTOR MAY SUBSTITUTE 3" ASPHALT BASE COURSE TYPE S (MIN. STABILITY OF 1000 LBS) AT NO ADDITIONAL COST
3. 6" SUBGRADE STABILIZED TO A MIN. LBR OF 40, COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (AASHTO T-180) CONTRACTOR MAY SUBSTITUTE 1.5" LIMEROCK SUBGRADE (MIN. LBR OF 100) OR 12" DOWTHOLLED LOW STRENGTH MATERIAL (FLOWABLE FILL, f'c =28 DAY) = 100-125 PSI AT NO ADDITIONAL COST

ASPHALT OPEN CUT DETAIL (DRIVEWAY)



1. STABILIZED SHELL ROAD PER FDOT SPECIFICATION SECTIONS 260 AND 515. 12" MIN. THICKNESS, COMPACT TO 98% MAXIMUM DENSITY PER AASHTO T-180 STABILIZED TO MINIMUM LBR OF 40
2. EXISTING SUB GRADE STABILIZED TO A MIN LBR OF 40, COMPACTED TO A MINIMUM DENSITY OF 98%

GRAVEL OPEN CUT DETAIL (DRIVEWAY)

CITY OF SANFORD UTILITY DETAILS

Sheet No. 8

File Number: 2025-674

Title:

Approve the Waccassa Berm Removal project to proceed into construction in accordance with County Manager Policy #82 - Non-Board Approved Projects; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-051 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $558,429. District2 - Zembower **(John Slot, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

Jorge Jimenez/407-665-5753

Background:

In the summer of 2023, the residents at 2950 Waccassa Street and 2980 Waccassa Street met several times with the Public Works Department to report flooding from runoff entering their properties from Osceola Boulevard. Instead of flowing towards Lake Harney, this runoff appears to be getting stuck on the 2950 and 2980 Waccassa Street properties.

In 2007/2008, the Recreation and Leisure Department partially removed an existing berm that ran north and south in Parcel 06-20-33-300-0010-0000 (the County's Lake Harney Wilderness Area). The Lake Harney Wilderness Area is east of the berm and 2950 / 2980 Waccassa Street is west of the berm. The existing berm was approximately seven (7) feet above the existing grade. The 2007/2008 project reduced the height of the berm by spreading the soil of the berm out, but the soil was not removed from the site. As a result, the "remnants" of the existing berm are still approximately two (2) to four (4) feet above the existing grade.

The residents at 2950 and 2980 Waccassa Street are requesting that the remnants of the

berm be removed from the Lake Harney Wilderness Area and the area be brought down to the existing grade. Removing the remnants of the berm will allow runoff to better flow to Lake Harney when the lake's levels are low, instead of the runoff from Osceola Road getting trapped on their properties. The project was presented to senior staff for design approval in March of 2024.

The project has been designed and permitted. The plans were produced internally by County staff. The project is in the 'Design Complete' stage and is ready to be advertised and handed off to the construction team. The Construction is estimated based on contract CC-3563-21 Amendment 1. Bids are not available at this time.

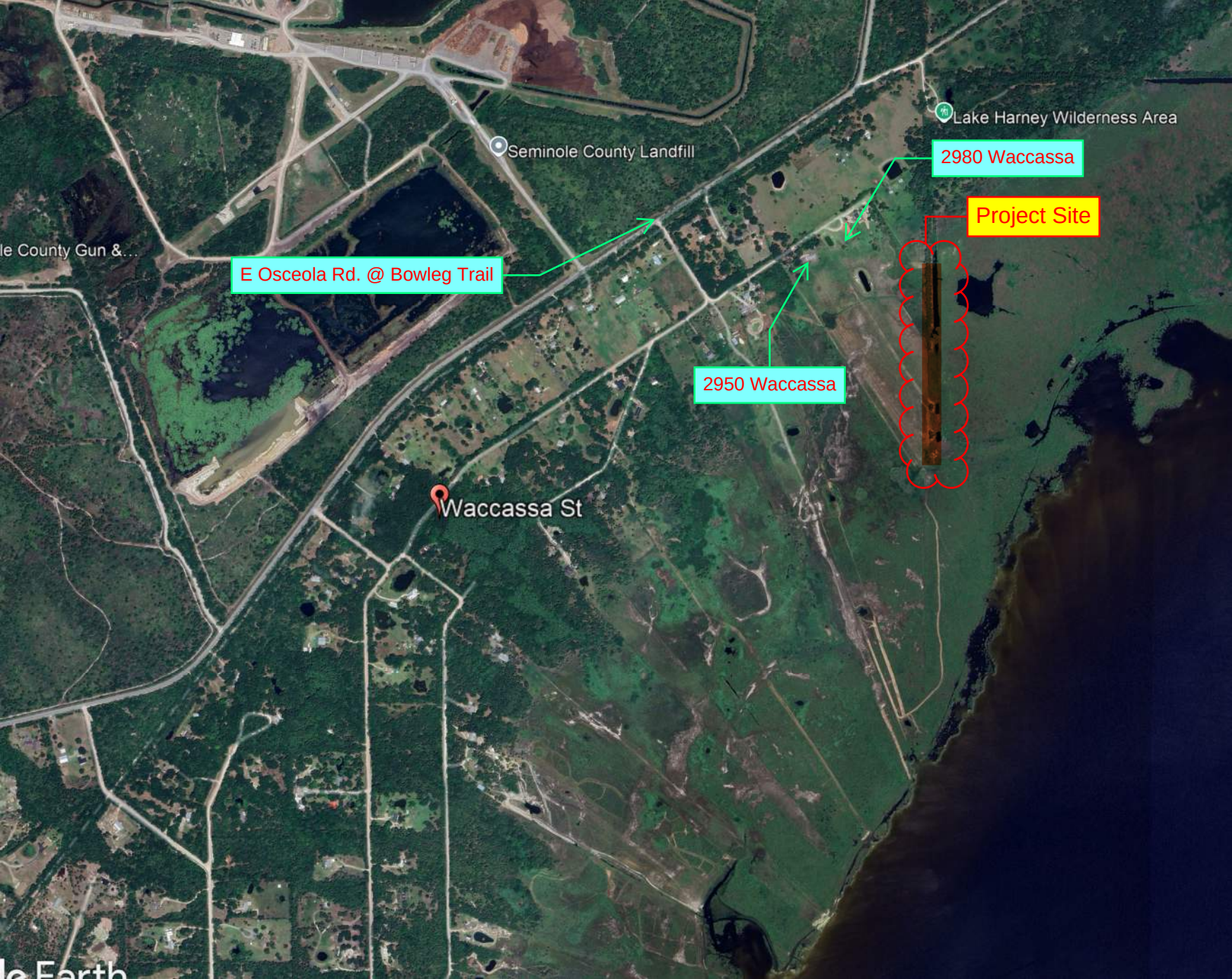
Project Design Timeline:

- Design Notice to Proceed (NTP) - March 2024
- 60% (Phase II) Plans completed - August 2024
- SJRWMD and USACE permits received - June 2025
- Project completed - June 2025

BAR#25-051 is attached to this agenda which will allocate $558,429 from 2014 Infrastructure Sales Tax Fund reserves. Current reserves are budgeted at $6.5M.

Requested Action:

Staff requests the Board approve the Waccassa Berm Removal project to proceed into construction in accordance with County Manager Policy #82 - Non-Board Approved Projects; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-051 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $558,429.


Lake Harney Wilderness Area
Seminole County Landfill
2980 Waccassa
Project Site
E Osceola Rd. @ Bowleg Trail
2950 Waccassa
Waccassa St

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-051**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX FUND

RM Recommendation	
S.CARRICK	7/9/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
TO FUND THE WACCASSA BERM REMOVAL PROJECT.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11560	02507066	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	558,429
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	558,429
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROVEMENT		9949999901	(558,429)
Reserve								
							Reserve Sub-Total	(558,429)
							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:_____

82- NON-BOARD APPROVED PROJECTS

A. PURPOSE

Periodically, a staff member may be asked to perform a project not listed in the approved budget nor on a Board of County Commissioner's approved Capital Improvement Program or master plan. Such a project will be labeled as a NON-APPROVED PROJECT for purposes of this policy. The purpose of the policy is to provide consistent documentation and approval for NON-APPROVED PROJECT(S) as well as establish appropriate levels of approval for the project(s) This County Manager Policy establishes the methodology for approval for such a project.

B. PROJECTS THAT ARE $10,000 OR LESS

If a request is made for a NON-APPROVED PROJECT by the public, county staff, or a County Commissioner(s) and the total cost excluding staff time is $10,000 or less plus is deemed in the benefit of the public and organization by the Department Director, the project is deemed approved by the nature of the low cost and may commence without further approval.

C. PROJECTS THAT ARE GREATER THAN $10,000

If a request is made for a NON-APPROVED PROJECT by the public, county staff, or a County Commissioner(s) with the total cost excluding staff time exceeds $10,000 and is deemed in the benefit of the public and the organization by the Department Director, staff must advise the District Commissioner and receive their support or opposition for the project.

If the NON-APPROVED PROJECT has the support of the District Commissioner, a consent item on the subsequent meeting of the Board of County Commissioners shall be created. This consent item shall include but not be limited to the following:

i. Detailed description of the project,

ii. Estimated financial impact of the project,

iii. Funding source,

iv. Budget impact,

v. Project schedule,

vi. Request for approval from the Board to proceed with the project.

Once Board approval is obtained, project implementation can commence.

If the NON-APPROVED PROJECT does not have the support of the District Commissioner, the requesting employee shall advise the County Manager's Office of the project and the lack of District Commissioner support and await direction.

File Number: 2025-683

Title:

Approve and authorize Staff to proceed with the Maryland St/Astor Farms Outfall Project (CIP#02507061) in accordance with County Manager Policy #82 - Non-Board Approved Project; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) #25-046 in the 2014 Infrastructure Sales Tax Fund to transfer $120,083 of existing budget to the Maryland St/Astor Farms Outfall Project from the Smith Canal Basin Project. District5 - Herr (**John Slot, Public Works Director)**

Division:

Management and Budget

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

The Maryland St/Astor Farms Outfall Project (CIP#02507061) includes modification of existing outfall control structures on two ponds. In-house design was completed in March 2025. The lowest bid received for construction was with Schuller Contractors in the amount of $114,364. The department is requesting to add a 5% contingency which will increase the total amount needed to $120,083.

Funding for this project will come from the Smith Canal/Monroe Basin Project (CIP# 02007111). This project currently has $171K available and only needs $50K in funding for ongoing basin studies. There will be no impact to 2014 Infrastructure Sales Tax Fund reserves.

Requested Action:

Staff requests the Board dpprove and authorize Staff to proceed with the Maryland St/Astor Farms Outfall Project (CIP#02507061) in accordance with County Manager Policy #82 - Non-Board Approved Project; and approve and authorize the Chairman to

execute a Resolution implementing Budget Amendment (BAR) #25-046 in the 2014 Infrastructure Sales Tax Fund to transfer $120,083 of existing budget to the Maryland St/Astor Farms Outfall Project from the Smith Canal Basin Project.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-046**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX FUND

RM Recommendation	
S.CARRICK	7/7/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
TO FUND MARYLAND ST/ASTOR FARMS CONSTRUCTION BID.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11560	02007111	530310		PROFESSIONAL SERVICES		3109999902	(120,083.00)
Expenditure	11560	02507061	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	120,083.00
Expenditure								
Expenditure								
							Expenditure Sub-Total	-
Reserve								
Reserve								
							Reserve Sub-Total	-
							Total Uses	-

NDMENT 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:_____

COST TABLE - BAR 25-046
MARYLAND ST/ASTOR FARMS

BUDGET DETAILS	MARYLAND ST (CIP#02507061)	SMITH CANAL (CIP#02007111)	TOTAL
PRIOR YEAR EXPENDITURES	-	734,896	734,896
			-
FY25 CURRENT EXPENSES/ENCUMB		70,767	70,767
FY25 CURRENT BUDGET	-	241,752	241,752
AVAILABLE FUNDING	-	170,985	170,985
PROPOSED BAR 25-045	120,083	(120,083)	-
AMENDED FY25 AVAILABLE	120,083	50,902	170,985
TOTAL LIFETIME PROJECT COST	**120,083**	**856,565**	**976,648**

ACCOUNT DETAILS		
CONSTRUCTION BID	114,365	
5% CONTINGENCY	5,718	
TOTAL	**120,083**	**-**


POND E
(EXIST. OUTFALL
LOCATION)
ASTOR FARMS
SUBDIVISION
POND J
(EXIST. OUTFALL
LOCATION)
MARYLAND ST
757

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2025-621

Title:

Approve and authorize the Chairman to execute a Resolution confirming the Non-Ad Valorem Variable Rate Assessments for Tax Year 2025. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)

Division:

Resource Management - MSBU

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Michelle Rosa/407-665-7170

Background:

The proposed Resolution is for existing Municipal Services Benefit Units [MSBUs] with variable rate assessments. The Resolution establishes the non-ad valorem assessment rates for the MSBUs that by the nature of the municipal services provided, and in accordance with governing ordinance provisions, are subject to annual determination of assessment rates. The Resolution further provides confirmation of the allocation by service category of MSBU Program Administrative costs that are included in variable rate non-ad valorem assessment calculations for collection through the uniform method.

Each year, the MSBU Program meets with the Liaisons for the Lake Management MSBUs and Watershed Division of Environmental Services to discuss plans for maintenance of the waterbody. The assessment rate is established based upon the budget of planned work to be performed. There are 25 Lake Management MSBUs.

The Residential Solid Waste Management MSBU assessment rates are established based upon the budgeted costs of providing service. The rates are consistent with prior year.

The Street Lighting MSBU assessment rates are based upon the cost of delivering

utility service to the district. There are 351 Street Lighting MSBUs and the rates are proposed for an increase for the 2025 Tax Year due to increased utility costs. The assessment rate increases range from $2.50 to $50 for 311 (89%) of the Street Lighting MSBUs. Streetlighting Assessments are proposed to decrease or remain the same as the prior year for 39 (11%) of the MSBUs. There is one Street Lighting MSBU (Shannon Downs) that funds maintenance costs for the street lighting poles which fluctuate and separate from the consolidated street lighting district. This assessment rate is proposed for an increase of $250 because of significant increases in repair costs due to aged equipment.

The non-ad valorem assessment rates exhibited in the Resolution will be posted to the MSBU Program website for public access and inquiry. A public hearing to consider the official consolidated non-ad valorem assessment roll for tax year 2025 is planned for September 9. A notice of proposed assessment and the details of the Public Hearing will be mailed to the owners of assessed property in August 2025.

Tentative Dates:

Notice Mailing August 4, 2025

Notice Publishing August 10, 2025

Public Hearing September 9, 2025

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution confirming the Non-Ad Valorem Variable Rate Assessments for Tax Year 2025.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

ESTABLISHMENT OF ANNUAL MSBU NON-AD VALOREM ASSESSMENT RATES

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF _____, 2025.

WHEREAS, certain Municipal Service Benefit Units ("MSBUs") have been created by ordinance for the purpose of providing specific municipal services within each MSBU on a continuing basis; and

WHEREAS, each year for each MSBU a non-ad valorem assessment is calculated based upon cost of maintaining the service for that MSBU; and such non-ad valorem assessment shall be levied upon each parcel of land within the MSBU in proportion to the benefits derived from the provisions of such service; and

WHEREAS, the administrative costs of the MSBU Program are allocated to variable rate assessments according to established methodologies and/or ordinance provisions; and

WHEREAS, the Seminole County Board of County Commissioners has adopted the uniform method of collection for non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida:

Section 1. The MSBU Program administrative cost allocation by municipal service category for the 2025 variable rate non-ad valorem assessment calculations shall be as identified in Exhibit A: Table I.

Section 2. The non-ad valorem assessment rate to be recorded on the 2025 Non-Ad Valorem Assessment Roll for each existing MSBU established with variable rate provisions shall be as documented in Exhibit A: Table II, III and IV. Exhibit A: Table II attached and incorporated by this reference establishes the non-ad valorem assessment for services to the listed MSBUs for the fiscal year beginning October 1, 2025. Exhibit A: Table III attached and incorporated by this reference establishes the non-ad valorem assessment for residential solid waste management services governed by the Seminole County Solid Waste Residential Unit Collection and Disposal MSBU for calendar year 2026. Exhibit A: Table IV attached and incorporated by this reference establishes the non-ad valorem assessment for street lighting governed by the Seminole County Consolidated Street Lighting District for the fiscal year beginning October 1, 2025.

Section 3. A certified copy of this Resolution shall be recorded in the Official Records of Seminole County, Florida.

ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Date: _____

Attachments:
Exhibit A: Tables I-IV

Authority: Section 197.3632, Florida Statutes

NJB/kly
3/14/25
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EXHIBIT A

TABLE I
MSBU Administrative Cost Allocation Schedule Tax Year 2025

Service Category	Allocation Methodology	Total Allocation
Lake Management Services	7% of Budgeted Assessment Revenue	$35K Varies by MSBU per Budgeted Assessment Revenue
Grounds & Landscape	10% Total Cost of Maintenance	$1,750
Residential Solid Waste	Per Dwelling	$375K
Street Lighting	Per Parcel	$175K

TABLE II

Lake Management Services

Public Service	MSBU	Prior Tax Year	Tax Year 2025
Lake Management Services	Amory (Lake)	$ 300.00	$ 300.00
Lake Management Services	Asher (Lake)	$ 295.00	$ 295.00
Lake Management Services	Bear Gully (Lake)	$ 0.00	$ 335.63
Lake Management Services	Burkett/Martha (Lake)*	(1) $300 (2) $3.27	(1) $300 (2) $3.27
Lake Management Services	Buttonwood (Pond)	$ 255.00	$ 255.00
Lake Management Services	English Estates (Lake)	$ 600.00	$ 500.00
Lake Management Services	Grace (Lake)	$ 425.00	$ 425.00
Lake Management Services	East Crystal Chain of Lakes*	(1) $130 (2) $17 (3) $13 (4) $1 (1) $165.00 (2) $220.00	(1) $130 (2) $17 (3) $13 (4) $1 (1) $165.00 (2) $220.00
Lake Management Services	Horseshoe (Lake)*		
Lake Management Services	Howell (Creek) (per front footage)	$ 1.00	$ 1.00
Lake Management Services	Howell (Lake)*	(1) $735 (2) $ 26-$47 (1) $375 (2) $4.70 (3) $8.55 (4) $5 (5) $15	(1) $367.50 (2) $13-$23.50 (1) $325 (2) $4.07 (3) $7.41 (4) $4.33 (5) $13
Lake Management Services	Lake of the Woods*		
Lake Management Services	Linden (Lake)	$ 455.00	$ 455.00
Lake Management Services	Mills (Lake)	$ 875.00	$ 875.00
Lake Management Services	Mirror (Lake)	$ 175.00	$ 175.00
Lake Management Services	Myrtle (Lake)	$ 290.00	$ 290.00
Lake Management Services	Pickett (Lake)	$ 90.00	$ 90.00
Lake Management Services	Rice (Lake)	$ 432.50	$ 432.50
Lake Management Services	Spring (Lake)	$ 375.00	$ 375.00
Lake Management Services	Spring Wood (Lake)	$ 300.00	$ 250.00
Lake Management Services	Springwood (Waterway)	$ 75.00	$ 75.00
Lake Management Services	Sweetwater Cove (Lake)	$ 145.00	$ 300.00
Lake Management Services	Sylvan (Lake)*	(1) $370 (2) $30 (3) $27 (4) $25 (5) $2	(1) $370 (2) $30 (3) $27 (4) $25 (5) $2
Lake Management Services	Tuskawilla (Lake) (AKA Little Lake Howell)	$ 445.00	$ 445.00
Lake Management Services	Twin Lakes	$ 0.00	$ 260.76

*Tiered assessment

Grounds/Landscaping

Grounds/Landscaping	Cedar Ridge Maintenance	$ 195.00	$ 195.00

TABLE III

Residential Solid Waste Management

Public Service	MSBU	Prior Tax Year	Tax Year 2025
Solid Waste Management	Collection Option 1	$ 305.00	$ 305.00
Solid Waste Management	Collection Option 2	$ 293.00	$ 293.00
Solid Waste Management	Collection Exempt	$ 70.00	$ 70.00

TABLE IV

Street Lighting

Public Service	MSBU	Prior Tax Year	Tax Year 2025
Street Lighting	Academy Cove	$ 60.00	**$ 110.00**
Street Lighting	Academy Oaks	$ 95.00	**$ 145.00**
Street Lighting	Acuera	$ 155.00	**$ 205.00**
Street Lighting	Aldean Gardens	$ 35.00	**$ 85.00**
Street Lighting	Aloma Oaks Drive	$ 9.25	**$ 24.25**
Street Lighting	Aloma Park	$ 35.00	**$ 55.00**
Street Lighting	Aloma Woods Blvd (Central)	$ 9.50	**$ 14.50**
Street Lighting	Aloma Woods Ph 2	$ 70.00	**$ 120.00**
Street Lighting	Aloma Woods Ph 3	$ 95.00	**$ 145.00**
Street Lighting	Aloma Woods Ph 4	$ 55.00	**$ 105.00**
Street Lighting	Aloma Woods Ph 5	$ 40.00	**$ 75.00**
Street Lighting	Aloma Woods Ph 1	$ 65.00	**$ 115.00**
Street Lighting	Amberwood	$ 40.00	**$ 75.00**
Street Lighting	Amherst	$ 48.00	**$ 98.00**
Street Lighting	Apple Valley	$ 40.00	**$ 90.00**
Street Lighting	Apple Valley Unit 4	$ 30.00	**$ 80.00**
Street Lighting	Arlington Park	$ 90.00	**$ 140.00**
Street Lighting	Ashford Park Townhomes	$ 85.00	**$ 135.00**
Street Lighting	Autumn Glen	$ 50.00	**$ 100.00**
Street Lighting	Bay Lagoon	$ 30.00	**$ 80.00**
Street Lighting	Bear Creek	$ 160.00	**$ 175.00**
Street Lighting	Bear Gully Bay	$ 180.00	**$ 200.00**
Street Lighting	Bear Gully Forest	$ 100.00	**$ 150.00**
Street Lighting	Bear Gully Pointe	$ 345.00	**$ 330.00**
Street Lighting	Bear Lake Circle/ Linneal Beach Dr	$ 80.00	**$ 100.00**
Street Lighting	Bear Lake Crossings	$ 60.00	**$ 110.00**
Street Lighting	Bear Lake Forest	$ 35.00	**$ 85.00**
Street Lighting	Bear Lake Woods	$ 65.00	**$ 115.00**
Street Lighting	Bear Stone	$ 110.00	**$ 135.00**
Street Lighting	Beechwoods	$ 65.00	**$ 65.00**
Street Lighting	Bel Aire Hills Unit 1	$ 34.00	**$ 69.00**
Street Lighting	Bel Aire Hills Unit 2	$ 40.00	**$ 80.00**
Street Lighting	Bel Aire Hills Unit 3	$ 41.00	**$ 61.00**
Street Lighting	Bella Tuscany	$ 260.00	**$ 300.00**

Street Lighting	Belle Meade (Oak Park)	$	165.00	$	190.00
Street Lighting	Bennington	$	115.00	$	165.00
Street Lighting	Bentley Cove	$	85.00	$	135.00
Street Lighting	Beverly Terrace	$	45.00	$	95.00
Street Lighting	Big Tree Crossing	$	8.50	$	18.50
Street Lighting	Bolling Farms	$	80.00	$	80.00
Street Lighting	Bonaventure Heights	$	40.00	$	50.00
Street Lighting	Bookertown	$	38.00	$	58.00
Street Lighting	Brantley Cove	$	80.00	$	85.00
Street Lighting	Brantley Harbor	$	60.00	$	85.00
Street Lighting	Brantley Point	$	30.00	$	58.00
Street Lighting	Bridgewater	$	50.00	$	100.00
Street Lighting	Brighton Estates	$	190.00	$	180.00
Street Lighting	Brighton Pk at Carillon	$	140.00	$	140.00
Street Lighting	Brookwood	$	105.00	$	155.00
Street Lighting	Cameron Grove	$	50.00	$	60.00
Street Lighting	Cardinal Glen	$	100.00	$	105.00
Street Lighting	Caribbean Heights	$	35.00	$	80.00
Street Lighting	Carillon Tract 301/Madison Pk	$	125.00	$	125.00
Street Lighting	Carillon/Dorchester	$	90.00	$	90.00
Street Lighting	Carillon/Hunter's Stand	$	125.00	$	125.00
Street Lighting	Carillon/Lockwood Blvd	$	40.00	$	43.00
Street Lighting	Carillon/Stratton Woods	$	90.00	$	90.00
Street Lighting	Carolyn Estates	$	45.00	$	90.00
Street Lighting	Carrigan Woods	$	70.00	$	80.00
Street Lighting	Casa Aloma	$	15.50	$	40.50
Street Lighting	Casa Aloma Way (Central)	$	6.00	$	9.00
Street Lighting	Casa Verde Blvd	$	11.00	$	16.00
Street Lighting	Cedar Cove	$	95.00	$	100.00
Street Lighting	Cedar Ridge	$	35.00	$	75.00
Street Lighting	Chase Groves (W) 3-5AB, 7AB, 8-10	$	40.00	$	60.00
Street Lighting	Chase Groves-Unit 1	$	35.00	$	55.00
Street Lighting	Chase Groves-Unit 6	$	30.00	$	45.00
Street Lighting	Chelsea Place	$	70.00	$	64.00
Street Lighting	Chuluota	$	21.00	$	36.00
Street Lighting	Citrus Point	$	45.00	$	90.00
Street Lighting	Clinging Vine Place (Central)	$	14.00	$	19.00
Street Lighting	Coach Light Estates	$	90.00	$	135.00
Street Lighting	Cobblestone	$	100.00	$	120.00
Street Lighting	Colony Cove	$	125.00	$	175.00
Street Lighting	Copperfield	$	100.00	$	83.00
Street Lighting	Country Club Drive	$	75.00	$	125.00
Street Lighting	Country Club Heights	$	20.00	$	50.00
Street Lighting	Country Lane	$	115.00	$	140.00
Street Lighting	Creek's Bend	$	115.00	$	105.00
Street Lighting	Creekwood	$	45.00	$	75.00
Street Lighting	Crossings, The (Central)	$	7.50	$	13.50

Street Lighting	Crystal Creek	$	50.00	$	100.00
Street Lighting	Cypress Head Trail	$	10.00	$	21.00
Street Lighting	Cypress Reserve	$	275.00	$	225.00
Street Lighting	Deer Run 1	$	90.00	$	120.00
Street Lighting	Deer Run 10	$	30.00	$	80.00
Street Lighting	Deer Run 11	$	25.00	$	50.00
Street Lighting	Deer Run 12A&B W/O WWC	$	35.00	$	75.00
Street Lighting	Deer Run 12B: Weeping Willow C	$	30.00	$	80.00
Street Lighting	Deer Run 14A&B	$	50.00	$	100.00
Street Lighting	Deer Run 15	$	30.00	$	50.00
Street Lighting	Deer Run 16	$	40.00	$	90.00
Street Lighting	Deer Run 17	$	20.00	$	60.00
Street Lighting	Deer Run 18	$	40.00	$	85.00
Street Lighting	Deer Run 19A	$	50.00	$	80.00
Street Lighting	Deer Run 20	$	35.00	$	85.00
Street Lighting	Deer Run 21 A & B	$	25.00	$	65.00
Street Lighting	Deer Run 23A-C	$	35.00	$	75.00
Street Lighting	Deer Run 5	$	35.00	$	65.00
Street Lighting	Deer Run 6	$	25.00	$	55.00
Street Lighting	Deer Run 7A & B	$	30.00	$	70.00
Street Lighting	Deer Run 8A & 8B	$	30.00	$	70.00
Street Lighting	Deer Run 9A & B	$	35.00	$	75.00
Street Lighting	Deer Run (Central)	$	8.25	$	12.25
Street Lighting	Deer Run/Deer Pointe	$	220.00	$	225.00
Street Lighting	Deer Run/Fairway Oaks	$	50.00	$	100.00
Street Lighting	Deer Run/Mystic Woods	$	20.00	$	60.00
Street Lighting	Deer Run/Pinetree Village	$	15.00	$	35.00
Street Lighting	Deer Run/Sterling Pk 1-3	$	25.00	$	60.00
Street Lighting	Deer Run/Sterling Pk 4	$	19.00	$	34.00
Street Lighting	Dot Jewel Willow	$	55.00	$	30.00
Street Lighting	Dunhill	$	55.00	$	105.00
Street Lighting	Eagles Landing	$	215.00	$	240.00
Street Lighting	Eagles Point Ph 2-6	$	105.00	$	155.00
Street Lighting	East Pointe	$	55.00	$	105.00
Street Lighting	Elegant Heights	$	45.00	$	95.00
Street Lighting	Elizabeth Ave	$	35.00	$	65.00
Street Lighting	English Estates	$	30.00	$	40.00
Street Lighting	English Woods	$	40.00	$	50.00
Street Lighting	Estates at Aloma Woods	$	95.00	$	145.00
Street Lighting	Estates at Wekiva Park	$	60.00	$	110.00
Street Lighting	Estates-Springs Landing	$	285.00	$	265.00
Street Lighting	Fern Brook Trails	$	35.00	$	60.00
Street Lighting	Fern Terrace	$	15.00	$	30.00
Street Lighting	Floridahaven	$	30.00	$	45.00
Street Lighting	Forest Brook	$	35.00	$	65.00
Street Lighting	Forest Glen	$	40.00	$	60.00
Street Lighting	Forest Park Estates	$	40.00	$	75.00
Street Lighting	Forrest Creek Estates	$	190.00	$	210.00

Street Lighting	Foxchase	$	40.00	$	85.00
Street Lighting	Foxwood	$	40.00	$	65.00
Street Lighting	Francis Street	$	45.00	$	85.00
Street Lighting	Gabriella Lane	$	20.00	$	33.00
Street Lighting	Garden Grove	$	35.00	$	75.00
Street Lighting	Garden Lake Estates	$	30.00	$	70.00
Street Lighting	Glades Ph 1 & 2	$	90.00	$	115.00
Street Lighting	Goldenrod Manor	$	12.00	$	17.00
Street Lighting	Goldie Manor	$	60.00	$	70.00
Street Lighting	Governor's Point	$	50.00	$	55.00
Street Lighting	Green Village	$	30.00	$	60.00
Street Lighting	Greengate Estates	$	40.00	$	85.00
Street Lighting	Greenwood at Lake Mary	$	2.50	$	2.50
Street Lighting	Greenwood Lakes Unit 3	$	70.00	$	70.00
Street Lighting	Greenwood Lakes D3A, B1&2, C	$	50.00	$	100.00
Street Lighting	Gregory Drive	$	35.00	$	60.00
Street Lighting	Grove Estates	$	25.00	$	30.00
Street Lighting	Grove Hill Villas	$	25.00	$	40.00
Street Lighting	Hamilton Place	$	190.00	$	230.00
Street Lighting	Hampton Park	$	60.00	$	110.00
Street Lighting	Hanover Pointe	$	205.00	$	255.00
Street Lighting	Hanover Woods	$	180.00	$	230.00
Street Lighting	Harbour Landing	$	90.00	$	90.00
Street Lighting	Harbour Ridge	$	35.00	$	70.00
Street Lighting	Heritage Oaks	$	35.00	$	85.00
Street Lighting	Heritage Oaks Court	$	9.00	$	24.00
Street Lighting	Heronwood at Carillon	$	130.00	$	130.00
Street Lighting	Highland Pines	$	25.00	$	65.00
Street Lighting	Hillcrest St East	$	75.00	$	100.00
Street Lighting	Hollowbrook	$	30.00	$	75.00
Street Lighting	Hometown	$	50.00	$	100.00
Street Lighting	Hometown Phase 2	$	65.00	$	115.00
Street Lighting	Howell Branch Woods	$	30.00	$	65.00
Street Lighting	Howell Cove	$	85.00	$	135.00
Street Lighting	Howell Creek Park	$	55.00	$	105.00
Street Lighting	Howell Estates	$	30.00	$	75.00
Street Lighting	Howell Harbour Estates	$	170.00	$	220.00
Street Lighting	Hunt Club Blvd So	$	8.00	$	18.00
Street Lighting	Hunt Club Blvd/Wekiva Tr	$	14.00	$	34.00
Street Lighting	Hunter's Glen	$	35.00	$	85.00
Street Lighting	Hunter's Point	$	30.00	$	65.00
Street Lighting	Huntington	$	55.00	$	105.00
Street Lighting	Huntington Hills	$	50.00	$	100.00
Street Lighting	Huntleigh Woods	$	45.00	$	75.00
Street Lighting	Hyde Park	$	80.00	$	130.00
Street Lighting	Idyllwilde of Loch Arbor	$	55.00	$	70.00
Street Lighting	Indian Hills	$	30.00	$	60.00
Street Lighting	Isle of Windsor	$	40.00	$	85.00

Street Lighting	Isles of Shadow Bay	$	75.00	$	90.00
Street Lighting	Jamestown	$	25.00	$	30.00
Street Lighting	Johnson Hill	$	35.00	$	55.00
Street Lighting	Kawilla Crest	$	340.00	$	280.00
Street Lighting	Kewannee Lakes	$	95.00	$	145.00
Street Lighting	King's Cove	$	175.00	$	155.00
Street Lighting	Kingston Oaks	$	60.00	$	110.00
Street Lighting	Lafayette Forest	$	165.00	$	140.00
Street Lighting	Lake Brantley Club	$	125.00	$	175.00
Street Lighting	Lake Harriet Estates	$	35.00	$	60.00
Street Lighting	Lake of the Woods	$	7.00	$	14.00
Street Lighting	Lake Ridge Park	$	25.00	$	35.00
Street Lighting	Lake Sylvan Cove	$	40.00	$	60.00
Street Lighting	Lake Tuskawilla Ph 3	$	440.00	$	395.00
Street Lighting	Lake Tuskawilla Ph 1 & 2	$	75.00	$	125.00
Street Lighting	Lakehurst	$	205.00	$	255.00
Street Lighting	Lakes Of Aloma	$	70.00	$	120.00
Street Lighting	Lakeview Drive	$	35.00	$	65.00
Street Lighting	Lakeview Village	$	40.00	$	90.00
Street Lighting	Lakewood at the Crossings	$	30.00	$	80.00
Street Lighting	Laurelwood	$	25.00	$	45.00
Street Lighting	Lincoln Heights	$	45.00	$	95.00
Street Lighting	Little Eagle Ct	$	225.00	$	275.00
Street Lighting	Loch Arbor Cove	$	100.00	$	145.00
Street Lighting	Lockhart Vicinity	$	30.00	$	45.00
Street Lighting	Lone Pines	$	75.00	$	125.00
Street Lighting	Lost Creek	$	70.00	$	120.00
Street Lighting	Lynwood	$	40.00	$	90.00
Street Lighting	Magnolia Pointe	$	135.00	$	185.00
Street Lighting	Mandarin	$	65.00	$	115.00
Street Lighting	Markham Forest	$	150.00	$	95.00
Street Lighting	Markham Meadows	$	154.00	$	204.00
Street Lighting	Markham Place	$	85.00	$	135.00
Street Lighting	Markham Pointe	$	35.00	$	75.00
Street Lighting	Mayfair Oaks	$	215.00	$	170.00
Street Lighting	McNeil Woods	$	85.00	$	85.00
Street Lighting	Meadows West	$	45.00	$	95.00
Street Lighting	Meredith Manor Nob Hill	$	40.00	$	60.00
Street Lighting	Michigan Ave	$	25.00	$	70.00
Street Lighting	Middleton Oaks	$	50.00	$	95.00
Street Lighting	Midway	$	25.00	$	35.00
Street Lighting	Mirror Lake	$	40.00	$	75.00
Street Lighting	Montclair	$	80.00	$	105.00
Street Lighting	Morgan Place	$	90.00	$	140.00
Street Lighting	Myrtle Lake Hills	$	30.00	$	45.00
Street Lighting	North Cove	$	40.00	$	90.00
Street Lighting	Northampton	$	365.00	$	415.00
Street Lighting	Northgate	$	40.00	$	80.00

Street Lighting	Northridge	$	55.00	$	105.00
Street Lighting	Oak Creek	$	310.00	$	245.00
Street Lighting	Oakcrest	$	25.00	$	65.00
Street Lighting	Oakland Hills	$	25.00	$	55.00
Street Lighting	Oakland Shores	$	45.00	$	60.00
Street Lighting	Old Grove Lane	$	35.00	$	85.00
Street Lighting	Orange Blossom Business Ctr	$	8.00	$	19.00
Street Lighting	Orange Grove Park Units 1 - 4	$	40.00	$	67.00
Street Lighting	Orange Ridge Farms	$	90.00	$	140.00
Street Lighting	Palm Point	$	30.00	$	45.00
Street Lighting	Parc Du Lac	$	90.00	$	140.00
Street Lighting	Pecan Cove	$	185.00	$	215.00
Street Lighting	Pelican Bay	$	45.00	$	50.00
Street Lighting	Prairie Lake	$	25.00	$	40.00
Street Lighting	Quail Run	$	165.00	$	140.00
Street Lighting	Raintree Village/Crossing	$	70.00	$	75.00
Street Lighting	Raymond Ave	$	15.00	$	25.00
Street Lighting	Redbridge at Carillon	$	140.00	$	140.00
Street Lighting	Regency Estates	$	165.00	$	200.00
Street Lighting	Remington Drive (Central)	$	10.00	$	20.00
Street Lighting	Remington Oaks/Crossings	$	45.00	$	90.00
Street Lighting	Remington Park Ph 1 & 2	$	70.00	$	120.00
Street Lighting	Reserve at the Crossings	$	50.00	$	100.00
Street Lighting	Ridge High	$	25.00	$	65.00
Street Lighting	Ridge Pointe Cove	$	240.00	$	225.00
Street Lighting	River Walk	$	245.00	$	200.00
Street Lighting	Riverside at the Springs	$	45.00	$	65.00
Street Lighting	Robin Hill	$	45.00	$	95.00
Street Lighting	Roseland Park	$	40.00	$	58.00
Street Lighting	Ross Lake Shores	$	75.00	$	125.00
Street Lighting	Royal Estates	$	60.00	$	110.00
Street Lighting	Royal Oaks	$	135.00	$	119.00
Street Lighting	Sabal Palm	$	45.00	$	80.00
Street Lighting	Sabal Palm Drive	$	8.50	$	23.50
Street Lighting	Sabal Woods Village	$	45.00	$	95.00
Street Lighting	Sandy Lane	$	95.00	$	145.00
Street Lighting	Sandy Lane Reserve	$	85.00	$	135.00
Street Lighting	Sanford Place	$	35.00	$	70.00
Street Lighting	Sanford Trails Estates	$	125.00	$	175.00
Street Lighting	Sanlando Estates	$	30.00	$	65.00
Street Lighting	Sawgrass	$	135.00	$	185.00
Street Lighting	Sedona Point	$	65.00	$	115.00
Street Lighting	Shannon Downs (SL Maintenance)	$	40.00	$	290.00
Street Lighting	Silver Lake E/Crossing	$	65.00	$	115.00
Street Lighting	Silver Lk W (Sheffield)	$	60.00	$	110.00
Street Lighting	South Fern Park	$	45.00	$	90.00
Street Lighting	Spicewood	$	30.00	$	80.00
Street Lighting	Spring Valley Chase	$	30.00	$	75.00

Street Lighting	Spring Valley Farms	$	45.00	$	80.00
Street Lighting	Springs Landing	$	220.00	$	195.00
Street Lighting	Springview	$	35.00	$	85.00
Street Lighting	Sterling Meadows	$	55.00	$	95.00
Street Lighting	Sterling Oaks	$	35.00	$	45.00
Street Lighting	Stillwater	$	50.00	$	95.00
Street Lighting	Stockbridge	$	50.00	$	85.00
Street Lighting	Stonehurst	$	260.00	$	260.00
Street Lighting	Summerfield	$	130.00	$	165.00
Street Lighting	Sunland Estates	$	40.00	$	56.00
Street Lighting	Sunrise Estates Unit 1	$	30.00	$	80.00
Street Lighting	Sunrise Estates Units 2-6	$	60.00	$	110.00
Street Lighting	Sunrise Units 1 & 2a-D	$	60.00	$	110.00
Street Lighting	Sunrise Village Unit 5	$	35.00	$	65.00
Street Lighting	Sunrise Village Units 1-4 & 6	$	35.00	$	60.00
Street Lighting	Sutter's Mill Unit 1	$	40.00	$	85.00
Street Lighting	Sutter's Mill Unit 2	$	30.00	$	60.00
Street Lighting	Sweetwater Oaks	$	55.00	$	105.00
Street Lighting	Sweetwater Springs	$	360.00	$	265.00
Street Lighting	Sylva Glade	$	60.00	$	97.00
Street Lighting	Tamarak (Charter Oaks)	$	35.00	$	68.00
Street Lighting	Tanglewood Estates	$	35.00	$	56.00
Street Lighting	Temple Terrace Annex	$	25.00	$	30.00
Street Lighting	Terra Bella	$	45.00	$	90.00
Street Lighting	Tiffany Woods	$	30.00	$	75.00
Street Lighting	Trails	$	65.00	$	115.00
Street Lighting	Trailwood Estates	$	20.00	$	45.00
Street Lighting	Triangle Terrace	$	20.00	$	25.00
Street Lighting	Tucks Knoll	$	230.00	$	195.00
Street Lighting	Tuscawilla	$	55.00	$	67.00
Street Lighting	Tuscawilla Ridge	$	45.00	$	95.00
Street Lighting	Tuska Ridge	$	60.00	$	110.00
Street Lighting	Tuskabay	$	65.00	$	115.00
Street Lighting	Tuskawilla Point	$	40.00	$	90.00
Street Lighting	Twin Lakes	$	105.00	$	155.00
Street Lighting	Vestavia	$	45.00	$	95.00
Street Lighting	Victoria Park	$	160.00	$	195.00
Street Lighting	Village Green	$	35.00	$	85.00
Street Lighting	Village Of Remington	$	70.00	$	110.00
Street Lighting	Waterstone	$	275.00	$	325.00
Street Lighting	Weathersfield 1st & 2nd Add(E)	$	25.00	$	50.00
Street Lighting	Weathersfield 2nd Add (West)	$	36.00	$	51.00
Street Lighting	Wekiva Club Estates Sc 10	$	60.00	$	110.00
Street Lighting	Wekiva Club Estates Sc 1-4	$	25.00	$	70.00
Street Lighting	Wekiva Club Estates Sc 5	$	20.00	$	45.00
Street Lighting	Wekiva Club Estates Sc 6	$	35.00	$	85.00
Street Lighting	Wekiva Club Estates Sc 7	$	50.00	$	100.00
Street Lighting	Wekiva Club Estates Sc 8&9	$	30.00	$	70.00

Street Lighting	Wekiva Cove	$	75.00	$	125.00
Street Lighting	Wekiva Fairway Twnhms/Con	$	35.00	$	55.00
Street Lighting	Wekiva Golf Villas Sc 1	$	20.00	$	60.00
Street Lighting	Wekiva Golf Villas Sc 2&3	$	35.00	$	80.00
Street Lighting	Wekiva Green	$	60.00	$	110.00
Street Lighting	Wekiva Hills Sc 1	$	15.00	$	35.00
Street Lighting	Wekiva Hills Sc 10	$	80.00	$	130.00
Street Lighting	Wekiva Hills Sc 2-9	$	50.00	$	100.00
Street Lighting	Wekiva Hunt Club	$	65.00	$	75.00
Street Lighting	Wekiva Hunt Club Condo	$	80.00	$	130.00
Street Lighting	Wekiva Reserve	$	45.00	$	80.00
Street Lighting	Wellington	$	165.00	$	215.00
Street Lighting	Wentworth	$	130.00	$	145.00
Street Lighting	Westhampton (Carillon)	$	105.00	$	105.00
Street Lighting	Whispering Winds	$	140.00	$	190.00
Street Lighting	Whitesand Cove	$	85.00	$	75.00
Street Lighting	Willa Grove	$	35.00	$	61.00
Street Lighting	Willow Run	$	75.00	$	90.00
Street Lighting	Wilshire Blvd (Central)	$	5.50	$	8.00
Street Lighting	Wimbledon Drive	$	50.00	$	80.00
Street Lighting	Wingfield Reserve	$	225.00	$	275.00
Street Lighting	Winter Woods	$	35.00	$	80.00
Street Lighting	Winter Woods Blvd (Central)	$	7.00	$	17.00
Street Lighting	Winwood Park (North)	$	45.00	$	95.00
Street Lighting	Winwood Park (South)	$	70.00	$	120.00
Street Lighting	Woodbine	$	50.00	$	100.00
Street Lighting	Woodlands	$	50.00	$	100.00
Street Lighting	Woodlands East	$	45.00	$	95.00
Street Lighting	Wrenwood Heights	$	30.00	$	60.00
Street Lighting	Wynnwood	$	65.00	$	65.00

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

File Number: 2025-471

Title:

Approve Change Order #2 to CC-5761-24/MAG - Construction Services Agreement for the Lake Mary Blvd at Country Club Road Intersection Improvements Project in the amount of $261,531.52 with Central Florida Environmental (CFE) Corporation and authorize the Purchasing and Contracts Division to execute this Change Order; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-061 in the Core Mobility Fund to appropriate funding in the amount of $376,631. District4 - Lockhart **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Public Works

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Michael Guild/407-665-7122

Background:

CC-5761-24/MAG provides construction services for the widening the existing southbound lane along Country Club (from Lake Mary Blvd to 3rd St.); widening the existing northbound right turn lane along Country Club (from the existing driveway to Lake Mary Blvd); widening the existing northbound right turn lane along Country Club (from Lake Mary Blvd to E. Lakeview Ave); extension of existing eastbound left turn lane along Lake Mary Blvd; and the construction of four (4) new mast arms at the intersection.

Change Order #2 will provide for additional funding (9%) to cover cost increases associated with unforeseen site conditions and associated additional work. The change order exceeds 5% of the original contract, requiring Board approval. Following is a Cost Summary of this Agreement:

Original Contract Sum: $2,915,290.75

Change Order #1: (Time Only - No Change in Dollar Amount)

Change Order #2: (+ $261,531.52)

Revised Agreement Total: $3,176,822.27

Budget Amendment Request (BAR) #25-061 is a request to add additional funds for Change Order #2 and the Construction Engineering and Inspection (CEI) Workorder 12 in order to extend and continue services due to the addition of 91 days to the construction contract. Additional funds are also needed for Post Design Services to reflect final constructed conditions including changes made during construction.

The cost is consistent for a construction project.

Requested Action:

Staff requests the Board approve Change Order #2 to CC-5761-24/MAG - Constructions Services Agreement for the Lake Mary Blvd at Country Club Road Intersection Improvements Project, in the amount of $261,531.52 with CFE Corporation, and authorize the Purchasing and Contracts Division to execute the Change Order; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-061 in the Core Mobility Fund to appropriate funding in the amount of $376,631.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MEMORANDUM

TO: Darren Gray, County Manager

THROUGH: John Slot, Public Works Director

FROM: Ted Holmes, P.E., Chief Construction Engineer

DATE: June 27, 2025

SUBJECT: Request for Payment – Central Florida Environmental, Inc. – CC-5761-24/MAG
Lake Mary Boulevard at Country Club Road Intersection Improvements

During the installation of various storm drainage components for the project, the contractor, CFE, Inc., identified multiple critical utility conflicts and elevation discrepancies. These unforeseen issues required substantial adjustments to the original construction plans to ensure the storm drainage system functioned correctly and aligned with existing infrastructure. The Engineer of Record (EOR) subsequently redesigned specific elements to accommodate the existing utilities.

CFE, Inc. completed the necessary work to avoid project delays and in accordance with industry standards. As the requested Change Order exceeds 5% of the original contract amount approved by the Board of County Commissioners (BCC), it requires Board approval for the work already completed.

Project Start:	10/7/2024
Project Cost:	$2,915,290.75
Amount Requested:	$261,531.52
New Total:	$3,176,822.27 (8.97% over Original Contract Amount)

AECOM

Entitlement Analysis
Package A&B
Contract No. CC-5761-24
Lake Mary Blvd & Country Club Rd Intersection - Seminole County Project
Change Order # 02

Description of Issue: The drainage plans have been updated to resolve the conflict with existing utilities.

Background:
During the installation of various storm drainage components, multiple critical utility conflicts and elevation discrepancies were identified by the CFE crew. These issues necessitated significant adjustments to the original plans to ensure the proper functioning and alignment of the storm drainage system with existing infrastructure. The Engineer of Record (EOR) had to redesign certain elements to accommodate the existing utilities.

Issues Encountered:

1. Drainage Installation (RFI#4):
   - Utility Conflicts: The presence of a 10-inch water main and a gas main near the proposed S-1; S-2 and S-4 storm inlet locations.
   - Feasibility: Relocation of these utilities was deemed excessively time-consuming and potentially infeasible.
   - Redesign: The EOR had to redesign the drainage to accommodate the existing utilities.
2. S-6 Precast Inlet Top Installation (RFI#6):
   - Elevation Discrepancy: The final road elevation would be approximately 10 inches higher than the current road surface due to a different existing storm pipe elevation shown on the plans compared to what was surveyed.
   - Resolution: Forgo the pre-designed precast top and instead cast a custom concrete top in place over the S-6 storm inlet to ensure alignment with the existing pavement elevation.
3. S-7 to S-8 Storm Pipe Installation (RFI#7):
   - Utility Conflicts: Encountered direct conflicts with an 8-inch PVC water main and an AT&T conduit, neither of which had been identified during the utility locate process.
   - Resolution: Remove the already installed 16-LF of 15-inch RCP and adjust the storm pipe's alignment to avoid the conflicts. Modification to S-8 top as required and approved by EOR through RFI #7.
4. S-8 Inlet Top Installation (Field Adjustment Work):
   - Elevation Discrepancy: Recognized a substantial difference in the inlet top elevation and the roadway elevation.
   - Resolution: Raise the S-8 inlet approximately 8 inches +/- and reset the S-8 top.

Conclusion:
The change order entitlement is warranted due to unexpected utility conflicts and elevation discrepancies encountered during installation. The proposed solutions, such as custom concrete

tops and storm pipe realignment, are essential to ensure the storm drainage system functions correctly and aligns with existing infrastructure. The negotiation added 77 days for unforeseen conditions, 4 days for holidays, and 10 weather days, totaling 91 days to the project timeline.

Larbi Eddabdouby
CEI Project Administrator
M - 407-493-2010
larbi.eddabdouby@aecom.com
Prepared on: Friday, May 9, 2025

SEMINOLE COUNTY BOARD OF COUNTY COMMISIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: CENTRAL FLORIDA ENVIROMENTAL CORP Date: 9-Jul-25

Contract No: CC-5761-24 Project Name: Lake Mary Blvd @ Country Club Rd Intersection

Change Order No: 2 Work Order No. (if applicable): n/a

Original Contract / Work Order Amount				$ 2,915,290 75
Amount prior to this Change Order, if different				
Change Order Amount	☑ Increase	☐ Decrease	☑ No Change	$ 261,531 52
Revised Contract / Work Order Amount including this change Order				$ 3,176,822 27

Change Order Time	☐ Increase	☐ Decrease	☑ No Change	_____ Days

Date of Substantial Completion through this Change Order: 9-Jul-25

Date of Final Completion through this Change Order: 8-Aug-25

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increase or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitute an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that the Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order, and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order ☑ does or ☐ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	Architect / Engineer of Record:	Contractor:
Name	Ron Ramos, P E	C Brian Fuller, P E	David Stalowy, President
Address	Seminole County PW	Metric Engineering Inc	Central Florida Environmental Corp
	100 E 1st Street	525 Technology Park #153	911 Belle Avenue, Suite 1040
	Sanford, FL 32773	Lake Mary, Fl 32746	Winter Springs, FL 32708
Sign			
Date	7/10/25	7/10/25	7-9-25

PURCHASING AND CONTRACTS DIVISION:

Signature _____ Date _____

Procurement Administrator

As authorized by Section 3 554, Seminole County Administrative Code

WITNESS _____ WITNESS _____

☐ For Board approved Items: Meeting Date _____ Item # _____

C-02 CHANGE ORDER FORM (Rev 100120)

CHANGE ORDER NO. 02

TABLE OF CONTENTS

CHANGE ORDER SUMMARY SHEET	*PG 3*
Package A - Cost Increase for Unforseen Conditions/Extra work	*PG 4-11*

CHANGE ORDER 02 SUMMARY SHEET

Contract No.	CC-5761-24	**Date Prepared:**	
CIP No.	01785134	**CEI:**	AECOM
Project Name:	Lake Mary Blvd @ Country Club Rd Intersection	**Senior Project Engineer:**	Karim Shalaby, P.E.

PACKAGE	ITEM DESCRIPTION	TYPE OF REVISION	DOLLAR AMOUNT	DAYS
A	Cost Increase for Unforeseen Conditions/Extra work	COST ADJUSTMENT	$ 261,531.52	$ -
TOTALS			**$ 261,531.52**	**0**

CHANGE ORDER NO. 02

PACKAGE A

Adjustment of Contract Pay Items - Unforeseen Conditions/Extra work

SUPPORTING DOCUMENTATION

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

Adjustment of contract pay items due to unforeseen conditions and extra work

Package A

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd Intersection	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

Differing Physical Site Conditions:

1. RFI #4 Underground utility conflicts S-1 and S-2, requiring EOR re-design
2. RFI #6 CIP S-6 inlet top due to discreptancy existing roadway elevations and proposed roadway elevations
3. RFI #7 Re-route proposed storm pipe S-7 to S-8 due to unforeseen underground conflicts
4. S-8, reset inlet top due to discreptancy existing roadway evelvations and proposed roadway elevations
5. Unforeseen underground conflicts proposed S-3 and S-4, requiring EOR re-design

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

1. RFI #4 Underground utility conflicts S-1 and S-2, requiring EOR re-design	$	143,941.90
See breakdown page 2		
2. RFI #6 CIP S-6 inlet top	$	5,544.08
See breakdown page 3		
3. RFI #7 Re-route proposed storm pipe S-7 to S-8	$	11,549.58
See breakdown page 4		
4. RESET S-8 INLET TOP	$	5,544.08
See breakdown page 5		
5. Unforeseen underground conflicts S-3 and S-4, requiring EOR re-design	$	94,951.88
See breakdown page 6		
TOTAL	**$261,531.52**	

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

1. RFI #4 Underground utility conflicts S-1 and S-2, requiring EOR re-design

Package A - ITEM #1

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

RFI#4 INSTALLATION OF PROPOSED S-1 STORM INLET WAS DEEMED INFEASIBLE AFTER SPOT LOCATES BY CFE CREW REVEALED CRITICAL UTILITY CONFLICTS. A CITY OWNED 10-INCH WATER MAIN WAS FOUND 6-INCHES UNDER THE EXTERIOR BOTTOM OF THE EXISTING STORM INLET DESIGNATED FOR REMOVAL, WHERE S-1 INLET WAS TO BE INSTALLED. ADDITIONALLY, A GAS MAIN WAS LOCATED 12-INCHES FROM THE EXTERIOR OF THE EXISTING STORM INLET. BOTH UTILITY LINES FOLLOWED THE ALIGNMENT OF THE PROPOSED NEW STORM DRAINAGE TO S-2 AND AFTER MULTIPLE ONSITE MEETINGS, DETERMINED THEIR RELOCATION WOULD BE EXCESSIVELY TIME CONSUMING, IF FEASIBLE AT ALL.

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

102-99	CHANGEABLE VARIBLE MESSAGE SIGNS	158	ED	$ 25.70	$	4,060.60
101-1	MOBILIZATION	0.51	LS	$ 215,947.46	$	110,133.20
	(Includes GPR, field locates, relocation of comm cables, precast transport from county yard, equipment moves and CFE's additional labor & equipment)					
102-1	MAINTENANCE OF TRAFFIC	0.06	LS	$ 245,394.84	$	14,723.69
	(Includes TTC & rental equipment for road crossing/night work)					
425-4	INLET ADJUSTMENT	1	EA	$ 4,562.00	$	4,562.00
425-1-361	INLETS, CURB, TYPE P-6, <10'	1	EA	$ 1,401.03	$	1,401.03
425-1-521	INLETS, DT BOT, TYPE C, <10'	1	EA	$ 3,272.73	$	3,272.73
XXXX	NIGHT WORK PREMIUM	1	LS	$ 5,788.64	$	5,788.64
	(road crossing)					
					$	**143,941.90**

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

2. RFI #6 CIP S-6 inlet top due to discreptancy existing roadway elevations and proposed roadway elevations

Package A - ITEM #2

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

DURING INSTALLATION OF S-6 PRECAST INLET TOP BY CFE CREWS, IT WAS DETERMINED THAT THE FINAL ROAD ELEVATION WOULD NOT ALIGN WITH THE EXISTING ROAD ELEVATION AS PLANNED. INSTEAD, IT WOULD BE APPROXIMATELY 10-INCHES HIGHER THAN THE CURRENT ROAD SURFACE. THIS DISCREPTANCY AROSE DUE TO A DIFFERENT EXISTING STORM PIPE ELEVATION SHOWN ON THE PLANS FROM WHAT WAS ACTUALLY SURVEYED AND FOUND BY CFE CREWS DURING INSTALLATION OF S-6 INLET. INFORMATION PROVIDED IN THE CONFORMED DRAWINGS, WITH THE ACTUAL ELEVATION 10-INCHES HIGHER THAN PLANNED. ADJUSTING THE GRADES OF THREE SEPARATE EXISTING STORM PIPES BY 10-INCHES WAS EVALUATED BUT DEEMED EXTENSIVE AND UNFEASIBLE. THE PROPOSED RESOLUTION VIA RFI#6, FORGO THE PRE-DESIGNED PRECAST TOP AND INSTEAD CAST A CUSTOM CONCRETE TOP IN PLACE OVER THE S-6 STORM INLET. THIS APPROACH WOULD ENSURE ALIGNMENT WITH THE WITH THE EXISTING PAVEMENT ELEVATION.

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

102-1	MAINTENANCE OF TRAFFIC	0.004	LS	$ 245,394.84	$ 981.58
425-4	INLET ADJUST	1	EA	$ 4,562.50	$ 4,562.50

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

3. RFI #7 Re-route proposed storm pipe S-7 to S-8 due to unforeseen underground conflicts

Package A - ITEM #3

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

WHILE INSTALLING 16-LF OF 15-INCH RCP STORM PIPE BETWEEN S-7 AND S-8, CFE CREW ENCOUNTERED A DIRECT CONFLICT WITH AN 8-INCH PVC WATER MAIN OWNED BY THE CITY OF LAKE MARY. ADDITIONALLY, THE CREW DISCOVERED AN AT&T CONDUIT ALSO IN DIRECT CONFLICT. NEITHER UTILITY HAD BEEN IDENTIFIED DURING THE UTILITY LOCATTE PROCESS REQUESTED BY CFE. GIVEN THE INFEASIBILITY OF RELOCATING THE WATER MAIN, IT WAS DETERMINED BY THE OWNER FOR CFE CREW TO REMOVE THE ALREADY INSTALLED 16-LF OF 15-INCH RCP AND ADJUST THE STORM PIPE'S ALIGNMENTTO AVOID THE CONFLICTS. MODIFICATION TO S-8 TOP AS REQUIRED AND APPROVED BY EOR THRU RFI #7 ALLOWING FOR THE STORM PIPE RE-ALIGNMENT.

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

102-1	MAINTENANCE OF TRAFFIC	0.004	LS	$	245,394.84	$	981.58
430-175-115	CONCRETE PIPE CULVERT, 15" (LABOR TO REMOVE)	16	LF	$	330.25	$	5,284.00
430-175-115	CONCRETE PIPE CULVERT, 15" (LABOR TO REINSTALL)	16	LF	$	330.25	$	5,284.00
						$	**11,549.58**

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

4. S-8, reset inlet top due to discreptancy existing roadway evelvations and proposed roadway elevations

Package A - ITEM #4

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

DURING INSTALLATION OF S-8 INLET TOP, CFE CREW RECOGNIZED THERE WAS A SUBSTANTIAL DIFFERENCE IN THE INLET TOP ELEVATION AND THE ROADWAY ELEVATION. SC, AECOM, THE EOR AND CFE MET ONSITE AND IT WAS DETERMINED S-8 INLET NEEDED TO BE RAISED APPROXIAMTELY 8-INCHES +/- AND S-8 TOP RESET.

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

102-1	MAINTENANCE OF TRAFFIC	0.004	LS	$ 245,394.84	$	981.58
425-4	INLET ADJUST	1	EA	$ 4,562.50	$	4,562.50
					$	**5,544.08**

CHANGE ORDER 02
ENTITLEMENT ANALYSIS - COST

5. Unforeseen underground conflicts proposed S-3 and S-4, requiring EOR re-design

Package A - ITEM #5

PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd	**SR PROJ ENGR:**	Karim Shalaby, P.E.

Description of Issue:

DURING CFE CREW'S PRE-EXCAVATION INSPECTIONS, UNEXPECTED SITE CONDITIONS WERE FOUND BETWEEN PROPOSED S-3 AND S-4 NOT SHOWN IN THE CONTRACT DRAWINGS. TWO 8-INCH ASBESTOS CLAY WATER MAINS ABOVE AN 18-INCH PIPE RUN TO BE REMOVED.

REVISED PLANS RECEIVED ON FEBRUARY 7, 2025, REQUIRED THE ORIGINALLY PLANNED S-4 PRECAST STRUCTURE TO BE REPLACED WITH A MODIFIED INLET IN A NEW LOCATION. THE MODIFIED STRUCTURE WOULD BE OBTAINED FROM SC PUBLIC WORKS YARD. CFE IS TO GROUT THE EXISTING RCP FROM THE BUBBLE UP STRUCTURE TO EXISTING STORM INLET IN THE SCHOOL'S DRIVEWAY AND ABANDON THE STORM INLET IN THE SCHOOL'S DRIVEWAY TO PREVENT EXPOSURE TO THE OLD WATER MAINS AND GAS MAIN RUPTURE. UPDATED PLANS INDICATED INSTALLING 18-INCH RCP FROM S-4 TO CONNECT TO THE RETENTION POND'S STORM INLET, LATER REVISED TO SLIDE 14X23 ERCP UNDER THE 8-INCH AC WATER MAINS AND LINK TO A BUBBLE-UP STRUCTURE

THE BUBBLE UP STRUCTURE WILL HAVE TO BE MODIFIED TO ACCOMMODATE THE 14X23 ERCP AND RELOCATED IF CONDITION ALLOWS OR REPLACED IN NEW LOCATION.

Contract Requirements Reference

In Accordance with Division 1 of the Standard Specifications, General Conditions:

Section 10 - Changes In Work

Section 11 - Changes In Contract Price or Contract Time

PAY ITEM ADJUSTMENT ANALYSIS

102-99	CHANGEABLE VARIBLE MESSAGE SIGNS	16	ED	$ 25.70	$ 411.20
101-1	MOBILIZATION	0.18	LS	$ 215,947.46	$ 38,870.54
	(Includes field locates, precast transport from county yard, equipment moves and CFE's additional labor & equipment)				
102-1	MAINTENANCE OF TRAFFIC	0.004	LS	$ 245,394.84	$ 981.58
110-1-1	CLEARING & GRUBBING	0.83	LS	$ 48,116.64	$ 39,936.81
160-4	TYPE B STABILIZATION	20	SY	$ 23.10	$ 462.00
285-709	OPTIONAL BASE, BASE GROUP 09	20	SY	$ 71.10	$ 1,422.00
425-1-351	INLETS, CURB TYPE P-5, <10' (PRECAST COST)	1	EA	$ 1,151.50	$ 1,151.50
425-2-61	MANHOLE, P-8, <10' (PRECAST COST)	1	EA	$ 2,592.25	$ 2,592.25
425-4	INLET ADJUSTMENT	2	EA	$ 4,562.00	$ 9,124.00
					$ 94,951.88

SUMMARY OF NEGOTIATIONS CHANGE ORDER 02- PACKAGE A			
PROJECT NO.:	CC-5761-24	**Date Prepared:**	
CIP:	01785134	**CEI:**	AECOM
PROJECT NAME:	Lk Mary Blvd @ Country Club Rd Intersection	**SR PROJ ENGR:**	Karim Shalaby, P.E.
WORK DESCRIPTION:			
NEGOTIATION RECORD:			
AECOM has reviewed the Contract and the cost information provided the Contractor and have found same to meet requirements. The cost information indicted and have been provided by and agreed to by the Contractor.			
Total additional costs for unforeseen conditions /added Work is $261,531.52			
Signature: Name:		Date:	
Signature: Name:	 David Stalowy President Central Florida Environmental Corp.	Date: 7-9-25	

Description	FINAL BUDGET	CHANGE ORDERS	CURRENT BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	% AVAL
.								
12601 ARTERIAL IMPACT FEE (12-31-21)								
02107101 LAKE MARY BLVD INTER IMROVE								
500000 EXPENDITURES/EXPENSES								
530000 OPERATING EXPENDITURES								
530300 Operating Expenditures								
530310 Professional Services								
530340 Other Services								
530400 Travel and Per Diem								
530401 Travel - Training Related								
530402 Travel - Training Non-Employee								
530410 Communications								
530420 Transportation								
530440 Rental and Leases								
530451 BOCC Insurance Claims								
530460 Repairs and Maintenance								
530470 Printing and Binding								
530480 Promotional Activities								
530490 Other Charges/Obligations								
530499 Charges/Obligations-Contingenc								
530510 Office Supplies								
530520 Operating Supplies								
530521 Equipment $1000-$4999								
530522 Operating Supplies-TECHNOLOGY								
530529 Operating Supplies-Other								
530540 Books, Dues Publications								
530550 Training								
540000 OTHER CHARGES								
540100 Other Charges								
540101 Other Chrgs/Ob-Internal								
540103 Other Chrgs/Engineering Cost								
540105 Other Chrgs/Engineering Cap								

Description	FINAL BUDGET	CHANGE ORDERS	CURRENT BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	% AVAL
540200 Oth Chgs Insurance								
540201 Internal Ser Fees-Insurance								
540202 Internal Service Fees								
549000 Disaster Related Expense								
549001 Disaster Related Expense								
550000 CONTRA ACCOUNTS								
550100 Contra Accounts								
550101 Contra Account Direct Chgs								
550105 Contra Acct- PW Engineering								
560000 CAPITAL OUTLAY								
560001 Capital Outlay								
560610 Land								
560610.00001 Land						5,372.00	5,372.00-	
560610 Land						5,372.00	5,372.00-	
560620 Buildings								
560630 Improvements Oth Than Bld								
560640 Equipment								
560642 Equipment >$4999								
560646 Capital Software>$4,999								
560650 Construction In Progress								
560650.00001 Construction In Progress		2,341,585	2,341,585.31		373,959.47	1,953,490.66	14,135.18	1
560650 Construction In Progress		2,341,585	2,341,585.00		373,959.47	1,953,490.66	14,134.87	1
560651 Project Management								
560652 CEI Services								
560652.00001 CEI Services		270,870	270,869.72	28,399.64	55,889.72	207,132.55	7,847.45	3
560652 CEI Services		270,870	270,870.00	28,399.64	55,889.72	207,132.55	7,847.73	3
560660 Library Books & Materials								
560670 Roads								

Description	FINAL BUDGET	CHANGE ORDERS	CURRENT BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	% AVAL
560676 Roads-Construction/Design								
560679 Roads-Other								
560680 Construction & Design								
560680.00001 Construction & Design		5,803	5,803.15		12,052.40	1,598.20	7,847.45-	135-
560680 Construction & Design		5,803	5,803.00		12,052.40	1,598.20	7,847.60-	135-
560690 Engineering Costs								
560699 Project Contingency								
560001 Capital Outlay		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	
560000 CAPITAL OUTLAY		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	
570000 DEBT SERVICE								
570001 Debt Service								
580000 GRANTS AND AIDS								
580810 Grants To Govermntal Agency								
580811 Aid to Govt Agencies								
580812 Aid To								
580813 Aid To Govt Agencies-Design								
580814 Aid To Govt Agencies-Construct								
580816 Aid To Govt Agencies-Road Cons								
580817 Aid To Govt Agencies-CEI								
580820 Aid To Private Organizations								
580821 Aid To Private Organizations								
580830 Other Grants and Aids								
580831 County Funded Grants								
580832 SHIP Projects								

Description	FINAL BUDGET	CHANGE ORDERS	CURRENT BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	% AVAL
580833 Other Grants & Aids/Individual								
580834 Non-Cash Assistance								
590000 OTHER FINANCIAL USES								
590900 *Transfer To Other Funds								
590910 *Transfer To Other Funds								
590950 OTHER NONOPERATING USES								
590960 INTRAGOVNMTAL TRANSFERS								
590962 Transfer To The Clerk								
590963 Transfer To The Sheriff								
599000 RESERVES/CONTIGNCY								
599998 Reserve For Contingencies								
500000 EXPENDITURES/EXPENSES		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	
02107101 LAKE MARY BLVD INTER IMROVE		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	
12601 ARTERIAL IMPACT FEE (12-31-21)		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	
.		2,618,258	2,618,258.00	28,399.64	441,901.59	2,167,593.41	8,763.00	

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-061**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS.CIP DELIVERY

Fund(s): 12606 CORE MOBILITY FEE

RM Recommendation	
S.CARRICK	7/14/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
TO FUND CHANGE ORDER FOR LAKE MARY BLVD AT COUNTRY CLUB RD.

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	12606	02507067	560652	00001	CEI SERVICES		6529999901	105,099.00
Expenditure	12606	02507067	560680	00001	DESIGN		6809999901	10,000.00
Expenditure	12606	02507067	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	261,532.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	376,631.00
Reserve	12606	999936	599994		RESERVE FOR CAPITAL IMPROVEMENTS			(376,631.00)
Reserve								
							Reserve Sub-Total	(376,631.00)
							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:_____

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-702

Title:

Approve Change Order #5 to CC-4727-23/GCM Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, Florida in the amount of $54,631.70 and authorize the Purchasing and Contracts Division to execute the Change Order. District3 - Constantine **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department- Public Works

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Michael Guild/407-665-7122

Background:

CC-4727-23/GCM provides construction of turn lanes, sidewalks, and a Mast Arm/Pedestrian Signal, adjustment of drainage structures and modification of driveways at 2 locations on Sand Lake Road at SR434 and Sand Lake Road at West Lake Brantley Road.

Change Order #5 will account for the cost associated with unforeseen changes in work as described in the Entitlement Analysis within the backup documentation. This Change Order will also add twenty (20) additional dates to the contract time related to weather delays and utility damage. Change Order #5 (with Change Order #3) exceeds 5% of the Board approved contract value and requires Board approval.

The following is a summary of the cost of the Agreement:

Original Agreement Sum: $2,781,977.24

Change Order #1 - Time Only

Change Order #2 -		Time Only
Change Order #3 -	$	125,821.37
Change Order #4		Time Only
Change Order #5	$	54,631.70
Revised Agreement Sum	$2,976,408.42	

This is a budgeted project; funds are available in SR434/SAND LK RD Int Imp (Acct# 01785147.560650.00001).

Requested Action:

Staff requests the Board approve Change Order #5 to CC-4727-23/GCM - Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, Florida in the amount of $54,631.70 and authorize the Purchasing and Contracts Division to execute the Change Order.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: Southland Construction, Inc Date: 6/2/2025

Contract No.: CC-4727-23 Project Name: Sand Lake Rd at 434 and W. Lake Brantley Rd Intersection Imp.

Change Order No.: 05 Work Order No.: (if applicable) _____

Original Contract / Work Order Amount:		$ 2,781,977.24
Amount prior to this Change Order, if different:		$ 139,799.48
Change Order Amount:	☒ Increase ☐ Decrease ☐ No Change	$ 54,631.70
Revised Contract / Work Order Amount including this Change Order:		$ 2,976,408.42

Change Order Time:	☒ Increase ☐ Decrease ☐ No Change	20 Days
Date of Substantial Completion through this Change Order:		5/11/2025
Date of Final Completion through this Change Order:		5/25/2025

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order ☐ does or ☒ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	**Architect / Engineer of Record:**	**Contractor:**
Name:	Sam Moussa	Joe Wilson PA	Joe Raucci
Address:	100 E 1st Street	1411 Edgewater Drive #200	172 W 4th Street
	Sanford, FL 32771	Lake Mary, Florida 32746	Apopka, FL 32703
Sign:	Sam Moussa, P.E. Digitally signed by Sam Moussa, P.E. Date: 2025.06.04 13:51:30-04'00'	Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.06.03 12:55:58 -04'00'	Joseph Raucci Digitally signed by Joseph Raucci Date: 2025.06.04 09:27:35 -04'00'
Date:			6/4/2025

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date _____
Procurement Administrator
As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

C-02 - CHANGE ORDER FORM (Rev 100120)

CHANGE ORDER NO. 05

TABLE OF CONTENTS

CHANGE ORDER SUMMARY SHEET……PG 3

PACKAGE A – Time Extension Weather and Utility Damage Delays……PG 4-56

PACKAGE B – Roadway repair due to Altamonte water line break……PG 57 - 115

CHANGE ORDER 05 SUMMARY SHEET

Date Prepared: 5/1/2025

Contract No. CC-4727-23/GCM
Project Name: Sand Lk Rd. Int Imp

CEI: England-Thims & Miller
Senior Project Engineer: Louis Bramblett, P.E., DBIA

PACKAGE	ITEM DESCRIPTION	TYPE OF REVISION	DOLLAR AMOUNT	DAYS
A	Incorporate contract time affected by Utility Delays, and weather	6.43.26.43.2.1 (not anticipated or unforseen changes, weather and holidays)	$0.00	20
B	Mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10+46 to 11+46.	10.1 Changes in the Work (not anticipated or unforseen changes)	$54,631.70	0
	TOTAL =		$54,631.70	20

Package A

Change Order 05 – Time Extension Weather and Utility Delays

Supporting Documentation

SUMMARY OF NEGOTIATIONS

CHANGE ORDER 05

CONTRACT NO. CC-4727-23

PROJECT DESCRIPTION: Sand Lake Rd Intersection Improvements

PACKAGE A

Time Extension Due to Water Line Break and Weather

$0.00	$0.00	$0.00
Contractor's Price Quote	Engineer's Cost Estimate	Negotiated Cost
20 Days	20 Days	20 Days
Contractor's Time Request	Engineer's Estimate	Negotiated Time

ETM reviewed the contract the schedule and the requested number of days, verified the impacts to the schedule and agrees that the contractor's request for contract extension is acceptable.

Louis J Bramblett

Digitally signed by Louis J Bramblett
Date: 2025.04.25 12:18:31 -04'00'

Louis Bramblett, P.E., DBIA
Senior Project Engineer
England-Thims & Miller

Date:

Melissa Hummel

Digitally signed by Melissa Hummel
Date: 2025.04.25 11:56:30 -04'00'

Melissa Hummel
Project Manager
Southland Construction, Inc.

Date:

CHANGE ORDER 05 ENTITLEMENT
ANALYSIS Time Extension Due to Broken
Water Line and Weather

Package A

FID:		Date Prepared:	4/24/2025
Contract No.	CC-4727-23/GCM	CEI:	England-Thims & Miller
Project Name:	Sand Lk. Rd. Int. Imp.	Senior Project Engr.:	Louis Bramblett, P.E.

Description of Issue:
Add Contract Time for Added Work Due to Broken Water Line

CEI Entitlement Analysis:

In accordance with Division I of the Standard Specifications, General Conditions:

SECTION 6.43.2.1 Utility Delays.: On March 8, 2025, a 2 inch water line broke at approximately station 10+80 LT (this was no fault of the contractor) which damaged the newly installed turn lane. This impacted the completion of the project for the duration of the repairs and cure time. The repair was completed and opened for traffic on March 26, 2025 with thermo striping completing 14 days later (April 9) to account for asphalt cure time for a total of 33 days. However time from 3/8 to 3/21 (14 days) was previously granted and cannot be awarded as a time extension resulting in an impact of 19 days. This impact to the critical path warrants time to be added in order to execute the work and complete the project. The contractor requested adding a 19 day time extension. Review of the Schedule justifies this extra work will impact critical path a total nineteen (19)days. Therefore a **total of nineteen (19)days is justified**

SECTION 6.43.2.1 Weather and Holidays.: Due to the effects of weather impacting progress on February 24, 2025, the contractor requested a weather day. A weather day is justified to be added to the contract. Therefore a **total of one (1) day is Justified.**

This totals to Twenty (20) days to be added.

Time Extension Analysis:

Per the Contract Documents and Project Records, the Contractor is entitled to a total of twenty (20) additional non compensable days as documented above.

Louis J Bramblett Digitally signed by Louis J Bramblett
Date: 2025.04.24 10:19:27 -05'00'

Louis J. Bramblett, P.E. DBIA Sr. Project Engineer ETM

SOUTHLAND CONSTRUCTION, INC.

172 WEST FOURTH STREET
APOPKA, FLORIDA 32703
TEL (407) 889-9844
FAX (407) 886-4348
WWW.SOUTHLANDCONSTRUCTION.COM

April 24, 2025

England, Thims, and Miller, Inc.
Louis Bramblett/Joe Wilson
1411 Edgewater Dr., Ste. 200
Orlando, FL 32804

Re: Project: Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Intersection
Contract: CC-4727-23/GCM
Subject: Time Extension Request – City Water Line Leak Road Repair and Weather

Mr. Bramblett,

Southland Construction continued to pursue our work as expeditiously as was reasonably possible under the current circumstances. We encountered a delay to our performance through no fault of our own. We continued to keep your field and contract representatives informed of these delays and of the effect on overall job schedule completion time.

Beginning on 3/08/25, SCI began to repair roadway damages incurred on the north side of Sandlake Road, west bound travel lane where a 2"city water line leaked under newly paved asphalt (+/- Sta. 10+75 to Sta. 12+95). Reconstruction to restore this area was accomplished on 3/26/25.

We request an extension of at least (19) days be taken into account as additional contract time.

In addition, on 02/24/2025 our construction efforts were impacted more than 50% of the day. According to General Conditions 6.43.2.1 we respectfully request (1) weather day.

Southland's total request for time extension is (20) Days.

We appreciate your consideration on this matter.

Sincerely,
Melissa Hummel
Melissa S. Hummel
Project Manager
Copy: file


CAUTION
CAUTION
801


CAUTION
SOUTHLAND CONSTRUCTION, INC.
APOPKA, FL
CAT

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
April 9, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	85	AM Conditions:	PM Conditions:
Low Temp:	60	Clear	Clear

Remarks

Southland:
Southland on site to assist with MOT for Fausnight striping operation. Set up lane diversions along Sand Lake Rd as Fausnight worked their way up station during striping operation.

Fausnight Striping :
Fausnight on site to apply thermo striping throughout project. Began at Sta. 6+40. Worked their way up station applying thermo stripes per plan. Applied thermo for white skips, white arrows, and yellow stripes from Sta. 6+40 to 14+00

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Wednesday	269	295

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt			Foreman			Skilled	2	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Fausnight	Supt			Foreman	1	8	Skilled	2	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	0
1	B-56	Mini Track Hoe	1	1	0
1	L-64	Loader	1	1	0
1		Roller	2	2	0
1		MOT Truck	1	1	8
2		Striping Truck	2	2	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
April 9, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.04.10 21:46:36 -04'00'	8:30 PM	5:00 AM	8

PA IN CHARGE:	DATE:	

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 26, 2025	CC-4727-12/GCM	452189-1-54-01	James Covington

High Temp:	AM Conditions:	PM Conditions:
Low Temp:	See SR DWR	

Remarks

Fausnight:
Fausnight arrived on site at 9:00 AM. Workers used a lane enclosure established by SCI. Fausnight started by completing work restriping L1 and L2 do to repair work. See Force Account Daily. After completing restriping, Fausnight moved to place 6" solid yellow stripe IL and IR from Sta 7+41 to Sta 13+48. After placing 6" solid yellow stripe, workers painted crosswalk at Mimosa.

Chinchor:
Chinchor arrived on site at 11:00 AM. Workers completed work on the NE corner of Sand lake and SR 434. Workers changed a luminary in this location. No lane closure was used.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Wednesday	255	295

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt			Foreman			Skilled		
	Southland (See SR DWR)	Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman	1	3	Skilled	3	3
	Fausnight	Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled	4	4
	Chinchor	Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
2	191	Striping Truck	1	1	3
2	164	Stake Body	1	1	3
3	932422,926020	Bucket Truck	2	2	4

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 26, 2025	CC-4727-12/GCM	421589-1-54-01	James Covington

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
2		710 90 Solid Yellow 6"	Sta 7+41 to Sta 13+48	9:00 AM	12:00 PM	.095	GM

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipes and Inlet	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
James Covington Digitally signed by James Covington Date: 2025.03.31 13:06:00 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.09 13:38:53 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 26, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 86	AM Conditions:	PM Conditions:
Low Temp: 58	Clear	Clear

Remarks

Southland:
Southland on site to clean up job site from millings and dirt. Used blowers and loader to blow away loose millings and load on to loader. Southland also set up lane diversion for temp. striping. Lane diversion from 6+00 to 13+00.

Cleaned up project-wide. Made sure all dirt and debris were picked up from job site on loader and dumped at lay down yard

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Wednesday	255	295

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	3	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	4
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	2	2	0
1		MOT Truck	1	1	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 26, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓ YES		NO	
CONFORMANCE WITH CONTRACT	✓ YES		NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.27 11:05:31 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.09 13:36:55 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 25, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 81	AM Conditions:	PM Conditions:
Low Temp: 65	Cloudy	Clear

Remarks

Southland:
Southland on site to assist W&S concrete with grading and sidewalk / curb placement. Used shovels and mini excavator to grade area for sidewalk and also for curb at Sta. 14+60 to 15+00 LT.
Set up lane diversion for A-1 Paving to be able to pave crosswalk area at Mimosa Drive. Lane diversion from Sta. 1+00 to 6+00.
A-1 Paving:
On site to complete paving work on Mimosa drive. Used milling attachment on skid steer to mill down 1" of existing asphalt at crosswalk from Sta. 2+20 to 2+80 RT.
Cleaned out millings using sweeper truck and skid steer. Loaded millings on to dump truck to haul away.

Chinchor on site to finish work on pull box fiber and utility adjustments at NE corner of 434 and Sand Lake. Chinchor also removed old cabinet box on NE corner of 434.

W&S:
On site to form and place concrete for sidewalk and curb at Sta 14+60 to 15+00 LT. Placed 6CY of concrete for curb and sidewalk.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Tuesday	254	295

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	2	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman	1	8	Skilled	3	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility A-1 Paving	Supt			Foreman	1	8	Skilled	10	8
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	4
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
3		Roller	2	2	8
1		MOT Truck	1	1	8
2		PU Truck	2	2	8
3		Dump Truck	2	2	8
3		Skid Steer	1	1	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 25, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES	NO	
CONFORMANCE WITH CONTRACT	✓	YES	NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.26 08:48:35 -04'00'	7:00 AM	5:30 PM	10

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.09 13:34:32 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 24, 2025	CC-4727-12/GCM	452189-1-54-01	James Covington

High Temp:	AM Conditions:	PM Conditions:
Low Temp:	See SR DWR	

Remarks

See Force Account Daily

I spoke with Ed about receiving the QCRR and performing rolling straightedge. Once again he told me he was working on the QCRR and would perform rolling straightedge at a later date.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Monday	253	295

Visitors: Sam, Ted, Ron

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt			Foreman			Skilled		
	Southland (See SR DWR)	Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 24, 2025	CC-4727-12/GCM	421589-1-54-01	James Covington

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipes and Inlet	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
James Covington Digitally signed by James Covington Date: 2025.03.26 12:53:08 -04'00'	7:00 AM	4:30 PM	9

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.07 16:31:56 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 24, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	85	AM Conditions:	PM Conditions:
Low Temp:	58	Clear	Clear

Remarks

Southland:
Southland on site to adjust elevation of pull box at 14+80 LT to match sidewalk grade. Used mini excavator to adjust grade and pull box elevation. Used front end loader to load excess dirt and debris.

Southland also assisted A-1 Paving with repair work. Southland used mini excavator to assist with removing damaged asphalt.

Chinchor on site to finish work on pull box fiber and utility adjustments at NE corner of 434 and Sand Lake.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Monday	253	295

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	2	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman	1	8	Skilled	3	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	4
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1	1	8
2		PU Truck	2	2	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 24, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.25 10:47:56 -04'00'	7:00 AM	5:30 PM	10

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.07 15:17:34 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 23, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 81	AM Conditions:	PM Conditions:
Low Temp: 54	Clear	Clear

Remarks

Southland: No operations

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Sunday	252	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
2Smart City		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196,179	PU Truck	1	0	
1	B-56	Mini Track Hoe	1	0	
1	L-64	Loader	1	0	
1	N/A	Roller	1	0	
1	N/A	Water Truck	1	0	

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 23, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES	NO	
CONFORMANCE WITH CONTRACT	✓	YES	NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.24 08:53:09 -04'00'			N/A

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:53:53 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 22, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	75	AM Conditions:	PM Conditions:
Low Temp:	48	Clear	Clear

Remarks

Southland: No operations

Accidents:	Day of Week:	Contract Day:	Total Days:
☑ No ☐ Yes See Accident Report Dated:	Saturday	251	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt			Foreman			Skilled		
	Southland	Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
2Smart City		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196,179	PU Truck	1	0	
1	B-56	Mini Track Hoe	1	0	
1	L-64	Loader	1	0	
1	N/A	Roller	1	0	
1	N/A	Water Truck	1	0	

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 22, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES	NO	
CONFORMANCE WITH CONTRACT	✓	YES	NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.24 08:53:40 -04'00'			N/A

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:52:38 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 21, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

		AM Conditions:	PM Conditions:
High Temp:	70		
Low Temp:	46	Clear	Clear

Remarks

Southland:
Southland on site to clean up and safe up lay down yard. Used front end loader to pick up debris from trash / debris piles in yard and load on to dump trucks to haul off the project.

Used mini excavator and plate tamp to prepare area at Sta. 10+80 LT for paving operation next week. Ensured limerock base was uniform, to grade and compacted to be ready for paving repair.

Walked project to ensure pedestrian MOT elements are working as intended.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Friday	250	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt	1	8	Foreman	1	8	Skilled	2	8
	Southland	Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1	1	0

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 21, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.24 08:49:23 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:49:36 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 20, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	83	AM Conditions:	PM Conditions:
Low Temp:	45	Clear	Clear

Remarks

Southland:
Southland on site to place sod at Sta. 1+00 RT, 2+20 RT, and 3+00 RT. Graded before placing sod to ensure proper elevation of sod next to sidewalk. Used front end loader to pick up 1 pallet of sod for placement.

Southland set up lane diversion from 0+50 to 4+00 RT to be able to place sod.

Walked project to ensure pedestrian MOT elements are working as intended.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Thursday	249	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	2	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1	1	0

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 20, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.21 08:07:00 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:48:36 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 19, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 84	AM Conditions:	PM Conditions:
Low Temp: 45	Clear	Clear

Remarks

Southland:
Southland on site to set up MOT for Chinchor's utility work.

Drove throughout project to check on MOT elements.

Southland also worked on placing sod at both corners of Lake Brantley School parking lot drive way at approx Sta. 10+20 LT and 10+60 LT. Received 2 pallets of sod and placed sod at corners. Placed sod at NE corner of 434 and Sand Lake along sidewalk / ramp. approx. Sta. 14 +80 LT.

Chinchor:
Utility work throughout job site. Adjusted pull boxes and pedestrian poles at NE corner of 434 and Sand Lake Rd. Worked on running fiber for new cabinet at NW corner of 434 and Sand Lake Rd.

Fausnight Striping on site to apply yellow paint for bull noses on both ends of concrete traffic separator. Used blowers to clean off area

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Wednesday	248	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	2	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman	1	8	Skilled	4	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility Fausnight	Supt			Foreman	1	8	Skilled	3	8
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1		9
2		Bucket Truck	2	2	8
2		PU Truck	1	1	8
3		Box Truck	1	1	8

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 19, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓ YES		NO	
CONFORMANCE WITH CONTRACT	✓ YES		NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.20 10:03:41 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:46:47 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 18, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	78	AM Conditions:	PM Conditions:
Low Temp:	50	Clear	Clear

Remarks

Southland:
Southland on site to set up MOT for Chinchor's utility work.

Drove throughout project to check on MOT elements.

Southland also worked on placing sod at SW corner of 434 and sand lake rd. Received 2 pallets of sod and placed sod at corner. approx 13 +50 RT.

Chinchor:
Utility work throughout job site. Adjusted pull boxes and pedestrian poles at NE corner of 434 and Sand Lake Rd.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Tuesday	247	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	4	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman	1	8	Skilled	4	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1		9
2		Bucket Truck	2	2	8
2		PU Truck	1	1	8

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 18, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.19 07:55:19 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:45:02 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 17, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 72	AM Conditions:	PM Conditions:
Low Temp: 59	Clear	Clear

Remarks

Southland:
Southland on site to set up MOT for Chinchor's utility work.

Drove throughout project to check on MOT elements.

Southland also worked on grading for sod at Sta. 13+00 to 14+00 LT sidewalk area. Used mini excavator to grade and remove excess material, trash and sand. Used loader to haul away debris to lay down yard. Used shovels to grade.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Monday	246	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	4	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1		9

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 17, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES	NO	
CONFORMANCE WITH CONTRACT	✓	YES	NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.18 08:51:34 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:42:30 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 16, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	86	AM Conditions:	PM Conditions:
Low Temp:	72	Clear	Clear

Remarks

Southland: No operations

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Sunday	245	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
2Smart City		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196,179	PU Truck	1	0	
1	B-56	Mini Track Hoe	1	0	
1	L-64	Loader	1	0	
1	N/A	Roller	1	0	
1	N/A	Water Truck	1	0	

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 16, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.18 08:57:56 -04'00'			N/A

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:06:27 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 15, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 88	AM Conditions:	PM Conditions:
Low Temp: 64	Clear	Clear

Remarks

Southland: No operations

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Saturday	244	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
2Smart City		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196,179	PU Truck	1	0	
1	B-56	Mini Track Hoe	1	0	
1	L-64	Loader	1	0	
1	N/A	Roller	1	0	
1	N/A	Water Truck	1	0	

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 15, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-080 Mill Existing, 002-075 FC	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓ YES		NO	
CONFORMANCE WITH CONTRACT	✓ YES		NO	

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.18 08:57:11 -04'00'			N/A

PA IN CHARGE:		
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:05:21 -04'00'	DATE:	

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 14, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	82	AM Conditions:	PM Conditions:
Low Temp:	56	Clear	Clear

Remarks

Southland:
Southland on site to set up MOT for Chinchor's utility work. Set up lane closure from Sta. 12+00 to 14+00 RT. Set up turn lane closure from 10:00 AM to 2:00 PM

Drove throughout project to check on MOT elements.

Southland also worked on removing friction course and structural course asphalt from area that was damaged at Sta. 10+80 LT . Used mini excavator to pull up chunks of asphalt and loaded on to loader. Removed an 11'x 30 section of asphalt. Prepped area for repair to be completed in the coming week.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Friday	243	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	8	Skilled	4	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	8
1	B-56	Mini Track Hoe	1	1	8
1	L-64	Loader	1	1	8
1		Roller	1	1	0
1		MOT Truck	1		9

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 14, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Instal	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.17 08:05:12 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:03:12 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 13, 2025	CC-4727-12/GCM	452189-1-54-01	James Covington

High Temp: 68	AM Conditions:	PM Conditions:
Low Temp: 59	Clear	Clear

Remarks

Southland:
Southland arrived on site at 7:00 AM. SCI had an operator on site all day loading debris and trash, using a front end loader, into dump truck to be removed from site. In the afternoon crews loaded traffic separator that was removed into the loader bucket to be transported to the lay down yard. At 9:00AM SCI established a lane closure from Sta 9+75 to Sta 7+40 closing L1 to allow for pouring varied width concrete separator.All cones were picked up and traffic was resumed to its normal flow at 1:00PM.

Chinchor:
Chinchor arrived on site at 8:00 AM. They started by removing pedestrian poles from bases. At Sta 13+62.97, 38.37' Rt and Sta 13+77.96, 47.64' Rt. After poles were removed and set aside, workers moved the bases to the correct position to ensure ped poles followed Standard Plans.

Fausnight:
Fausnight arrived on site at 8:00AM.hey assembled the signs to be installed for the day. Once SCI established lane closure Fausnight

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Thursday	242	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	8	Foreman	1	4	Skilled	1	8
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman	1	8	Skilled	5	8
		Semi skilled			Common			Trainee		
3.	Sub/Utility Fausnight	Supt			Foreman	1	3	Skilled	3	3
		Semi skilled			Common			Trainee		
4.	Sub/Utility W&S Concrete	Supt			Foreman	1	2	Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196	P/U	2	2	8
1	T 237	MOT Truck	1	1	8
2	932422,926020,92	Bucket Truck	3	3	8
2	925521	Work Truck	1	1	8
3		Stake Body Truck	2	2	5.5+
4		P/U	2	2	8

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 13, 2025	CC-4727-12/GCM	421589-1-54-01	James Covington

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
4		700-1-11	Sta 7+48, 4' Lt	8:00 AM	11:00 AM	1	AS
4		705-10-1	Sta 7+48, 4' Lt	8:00 AM	11:00 AM	1	EA

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipes and Inlet	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Install	x			

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
James Covington Digitally signed by James Covington Date: 2025.03.14 13:17:23 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 11:01:58 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 12, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 80	AM Conditions:	PM Conditions:
Low Temp: 55	Clear	Clear

Remarks

Southland:
Southland on site for MOT work.
Night Work - At 10:00 PM Southland set up a lane diversion from Sta. 5+00 to 9+00 to be able to complete loop installation. Lanes returned to normal at 5:00 AM

Straight Line Loops:
Straight Line Loops on site for loop installation project wide. Used rolling saw to cut in to asphalt to install loops per plan. Installed loops at Sand Lake Rd WB at Sta. 15+00 LT. Installed loops at Sta. 38+00 and 37+00.

All loops installed project wide.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Wednesday	241	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt			Foreman			Skilled	2	8
	Southland	Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman	1	8	Skilled	3	8
	Straight Line Loops	Semi skilled			Common	1	8	Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	0
1	B-56	Mini Track Hoe	1	1	0
1	L-64	Loader	1	1	0
1		Roller	1	1	0
1		MOT Truck	1		9
2		Box Truck	1	1	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 12, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Instal	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.14 08:40:02 -04'00'	9:00 PM	5:30 AM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 10:59:17 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 11, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 72	AM Conditions:	PM Conditions:
Low Temp: 50	Clear	Clear

Remarks

Southland:
Southland on site to assist with concrete placement and MOT work.

Day Work - At 10:00 AM Southland set up a lane diversion from Sta. 7+00 to 11+00 RT to be able to place concrete for traffic separator and for sign installation at separator. Lanes returned to normal at 2:00 PM

W&S:
W&S on site to place concrete for traffic separator. W&S crew worked on forming concrete traffic separator from Sta. 8+20 to 10+00 . Used from boards to form edge of separator. Sawcut asphalt to ensure separator is built with proper depth , per plan. Placed 4' wide section of concrete separator from Sta. 8+20 to 10+00. Placed 10 CY of concrete.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Tuesday	240	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	9	Foreman			Skilled	4	9
		Semi skilled			Common			Trainee		
2.	Sub/Utility W&S	Supt			Foreman	1	8	Skilled	3	9
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	9
1	B-56	Mini Track Hoe	1	1	0
1	L-64	Loader	1	1	0
1		Roller	1	1	0
1		MOT Truck	1		9
2		PU Truck	2	2	8

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 11, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Instal	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 23:21:07 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 10:56:00 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 10, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	77	AM Conditions:	PM Conditions:
Low Temp:	71	Intermittent Rain	Intermittent Rain

Remarks

Southland:
Southland on site to clear concrete debris and trash throughout project. Used hand shovels, mini track hoe and loader to clean up. Loader dumped trash and debris in lay down yard to be picked up later.

At 10:00 AM Southland set up a lane diversion from Sta. 12+00 to 14+00 RT to be able to clean up corner of 434 and Sand Lake. Lanes returned to normal at 2:00 PM

Southland crew also backfilled area where 2" water main line was repaired. Backfilled 10x10' area with clean limerock and in 6" lifts. compacted each layer with plate compactor. Made sure area was coned off properly and safed up.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Monday	239	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	9	Foreman			Skilled	6	9
		Semi skilled			Common			Trainee		
2.	Sub/Utility Chinchor	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility W&S	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	9
1	B-56	Mini Track Hoe	1	1	9
1	L-64	Loader	1	1	9
1		Roller	1	1	0
2		PU Truck	2	2	
3		PU Truck	1	1	

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 10, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Instal	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 10:00:30 -04'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.04.06 10:45:41 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 9, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp: 81	AM Conditions:	PM Conditions:
Low Temp: 61	Clear	Clear

Remarks

Southland: No operations.

Accidents:	Day of Week:	Contract Day:	Total Days:
☑ No ☐ Yes See Accident Report Dated:	Sunday	238	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
2Smart City		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T-289,196,179	PU Truck	1	0	
1	B-56	Mini Track Hoe	1	0	
1	L-64	Loader	1	0	
1	N/A	Roller	1	0	
1	N/A	Water Truck	1	0	

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 9, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK:	☑	YES	☐	NO
CONFORMANCE WITH CONTRACT	☑	YES	☐	NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.10 12:18:13 -04'00'			N/A

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.03.14 11:30:42 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
March 8, 2025	CC-4727-12/GCM	452189-1-54-01	Chris Parra

High Temp:	81	AM Conditions:	PM Conditions:
Low Temp:	55	Clear	Clear

Remarks

Southland:
Southland on site to address broken water line in newly constructed roadway. Sta. 10+80 LT, new turn lane.

At 6:45 AM, Eddie from Southland was on site to assess the situation. Broken , leaking 2" water main that feeds in to laundromat business on corner of 434 and Sand Lake. Water pipe leak caused a 10' x 10' section of newly placed roadway to washout and raise up. 2" water main is about 3-4' below roadway. At 7:00 AM , the water line was shut off and City of Altamonte arrived to job site to repair pipe.

At 9:00 AM the broken water line was repaired and water line was turned back on.

The area was backfilled and safed up using traffic cones and caution tape. Advised contractor to backfill completely.

W&S on site to saw cut traffic separator concrete that was placed on day prior.

Verified that MOT elements throughout jobsite are working properly and as intended.

Accidents:	Day of Week:	Contract Day:	Total Days:
☑ No ☐ Yes See Accident Report Dated:	Saturday	237	265

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	9	Foreman			Skilled	1	4
		Semi skilled			Common			Trainee		
2.	Sub/Utility W&S	Supt			Foreman	1	4	Skilled	3	4
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Water Truck	1	1	0
1	T-289,196,179	PU Truck	1	1	4
1	B-56	Mini Track Hoe	1	1	0
1	L-64	Loader	1	1	0
1		Roller	1	1	0
2		PU Truck	1	1	4

SEMINOLE COUNTY

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
March 8, 2025	CC-4727-12/GCM	421589-1-54-01	Chris Parra

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets	x			
002-135 Mast Arm Installation	x			
002-115 Signal Conduit	x			
002-140 Signal Installation	x			
002-150 Traffic Controller / Cabinet Instal	x			

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
Chris Parra Digitally signed by Chris Parra Date: 2025.03.10 07:55:45 -04'00'	11:30 AM	1:30 PM	2

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.03.14 11:29:52 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

Job Description: Sand Lake Road at SR-434 Turn Lane Improvement
SFGA FPN 452189-1-54-01
Federal Aid Project Number: N/A
Contract No. CC-4727-23/GCM **Execution :**
CIP No.: 01785147 **NTP:** 7/15/2024
County: Seminole
205 total days **Start Contract Time: July15, 2024**
Extended Contract Completion date 5/25/2025

Codes	
W=Weather	D=Work Delayed
H = Holiday	FA=Final Acceptance
O=Other	FC=Friction Course Curing Period
Substantial Completion	**Final Completion**
CA=Conditional Acceptance	B=Burn in Signal/Lights
SA=Adhesion of RPM's	TS = Time Suspended

Original Contract Time	205
Time Ext by CO:	
Time Ext by Weather:	9
Time Ext by Holiday	8
Time Ext by Other	93
Contract time Extended by SA or WO	110
Present Contract Time:	315

Jul 2024

Weekday	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code																																		
Contract Day No:															**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**			

Aug 2024

Weekday	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code					**WD**								**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**				**UD**					**UD**	**UD**	**UD**		**1**	**0**	**11**
Contract Day No:	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	**35**	**36**	**37**	**38**	**39**	**40**	**41**	**42**	**43**	**44**	**45**	**46**	**47**	**48**			

Sep 2024

Weekday	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
Code			**UD**	**UD**							**UD**	**UD**				**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**							**0**	**0**	**13**
Contract Day No:	**49**	**50**	**51**	**52**	**53**	**54**	**55**	**56**	**57**	**58**	**59**	**60**	**61**	**62**	**63**	**64**	**65**	**66**	**67**	**68**	**69**	**70**	**71**	**72**	**73**	**74**	**75**	**76**	**77**	**78**			

Oct 2024

Weekday	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thur	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code							**WD**	**WD**	**WD**	**WD**	**WD**			**UD**	**UD**								**UD**									**5**	**0**	**3**
Contract Day No:	**79**	**80**	**81**	**82**	**83**	**84**	**85**	**86**	**87**	**88**	**89**	**90**	**91**	**92**	**93**	**94**	**95**	**96**	**97**	**98**	**99**	**100**	**101**	**102**	**103**	**104**	**105**	**106**	**107**	**108**	**109**			

Nov 2024

Weekday	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	**28**	**29**	**30**			
Code						**UD**					**UD**		**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**					**UD**	**UD**	**H**	**H**	**H**	**0**	**3**	**14**
Contract Day No:	**110**	**111**	**112**	**113**	**114**	**115**	**116**	**117**	**118**	**119**	**120**	**121**	**122**	**123**	**124**	**125**	**126**	**127**	**128**	**129**	**130**	**131**	**132**	**133**	**134**	**135**	**136**	**137**	**138**	**139**			

Dec 2024

Weekday	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code	**H**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**	**UD**										**H**	**H**	**UD**	**UD**		**H**		**UD**	**0**	**4**	**16**
Contract Day No:	**140**	**141**	**142**	**143**	**144**	**145**	**146**	**147**	**148**	**149**	**150**	**151**	**152**	**153**	**154**	**155**	**156**	**157**	**158**	**159**	**160**	**161**	**162**	**163**	**164**	**165**	**166**	**167**	**168**	**169**	**170**			

Jan 2025

Weekday	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code	**H**																				**WD**	**WD**										**2**	**1**	**0**
Contract Day No:	**171**	**172**	**173**	**174**	**175**	**176**	**177**	**178**	**179**	**180**	**181**	**182**	**183**	**184**	**185**	**186**	**187**	**188**	**189**	**190**	**191**	**192**	**193**	**194**	**195**	**196**	**197**	**198**	**199**	**200**	**201**			

Feb 2025

Weekday	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
Code																								**WD**					**1**	**0**	**0**
Contract Day No:	**202**	**203**	**204**	**205**	**206**	**207**	**208**	**209**	**210**	**211**	**212**	**213**	**214**	**215**	**216**	**217**	**218**	**219**	**220**	**221**	**222**	**223**	**224**	**225**	**226**	**227**	**228**	**229**			

Mar 2025

Weekday	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code					**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**0**	**0**	**27**
Contract Day No:	**230**	**231**	**232**	**233**	**234**	**235**	**236**	**237**	**238**	**239**	**240**	**241**	**242**	**243**	**244**	**245**	**246**	**247**	**248**	**249**	**250**	**251**	**252**	**253**	**254**	**255**	**256**	**257**	**258**	**259**	**260**			

Apr 2025

Weekday	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
Code	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**	**O**																					**0**	**0**	**9**
Contract Day No:	**261**	**262**	**263**	**264**	**265**	**266**	**267**	**268**	**269**	**270**	**271**	**272**	**273**	**274**	**275**	**276**	**277**	**278**	**279**	**280**	**281**	**282**	**283**	**284**	**285**	**286**	**287**	**288**	**289**	**290**			

May 2025

Weekday	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	W	H	O
DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Code											**SC**														**FC**									
Contract Day No:	**291**	**292**	**293**	**294**	**295**	**296**	**297**	**298**	**299**	**300**	**301**	**302**	**303**	**304**	**305**	**306**	**307**	**308**	**309**	**310**	**311**	**312**	**313**	**314**	**315**	**316**	**317**	**318**	**319**	**320**	**321**			

DAILY REPORT OF CONSTRUCTION

England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Date:	Contract ID:	Financial Project ID:	Inspector:
February 24, 2025	CC-4727-12/GCM	452189-1-54-01	James Covington

High Temp: 65	AM Conditions:	PM Conditions:
Low Temp: 60	Scattered Showers	Rain

Remarks

Southland:
Southland arrived on site at 7:00 AM and began to prepare their equipment and tools for the day. They worked at leveling and lowering utility boxes to be flush with sidewalk at the NW corner of Sand Lake and SR 434. Southland was able to complete leveling and lowering the utility box before rain started.

A&W Concrete:
A&W arrived on site and began to regrade for 8' sidewalk 6" concrete from Sta 13+48.71 to Sta 13+70 OL. 6' sidewalk was previously placed in error. A&W was not able to complete forming the sidewalk and pour concrete today due to rain.

Light scattered showers were present throughout the morning. At 11:00 AM it began to rain preventing Southland and A&W Concrete from completing any further work for the day. Therefore a weather day will be granted due to it affected more than 50% of the days production. I reviewed plans for upcoming paving operations.

Accidents:	Day of Week:	Contract Day:	Total Days:
✓ No ☐ Yes See Accident Report Dated:	Monday	225	219

Visitors:

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Southland	Supt	1	4	Foreman	1	4	Skilled	2	4
		Semi skilled			Common			Trainee		
2.	Sub/Utility A&W Concrete	Supt			Foreman	1	4	Skilled	1	4
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	T289,196	P/U	2	2	4
1	B 56	CAT 303.5 Mini Excavator	1	1	4
2		P/U	1	1	4
2		Trailer	1	1	4

DAILY REPORT OF CONSTRUCTION

Date:	Contract ID:	Financial Project ID:	Inspector:
February 24, 2025	CC-4727-12/GCM	421589-1-54-01	James Covington

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
001-125 UT Relocation Duke & Spectrum	x			
002-045 Drainage Pipe & Inlets			x	
002-115 Signal Conduit			x	
002-140 Signal Installation			x	
002-150 Traffic Controller / Cabinet Install			x	

CONTRACTOR PAST PERFORMANCE				
PURSUIT OF THE WORK:	✓	YES		NO
CONFORMANCE WITH CONTRACT	✓	YES		NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM:	TO:	
James Covington Digitally signed by James Covington Date: 2025.02.25 09:23:06 -05'00'	7:00 AM	3:30 PM	8

PA IN CHARGE:	DATE:	
Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.03.13 15:36:20 -04'00'		

DISTRIBUTION: Project Engineer
Contractor (as requested)

Package B

Change Order 05 – Mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10+46 to 11+46.

The reason for this unforeseen work was due to an existing Altamonte water line break under the westbound Lt RDWY and washed out the road base and lifted the asphalt.

Supporting Documentation

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION
PROJECT DESCRIPTION: (CC-4727-23/GCM) 452189-1-54-01

ENGINEER'S ESTIMATE Repair Work on Westbound Sand Lake Road Due to Altamonte water line break that occurred on 3/8/25. Sub-Contractor Pg 1 of 2. Page 2 of 2 will be the Prime Contractor

Signature _____ Date _____

PAY ITEM	DESCRIPTION	Remarks	QTY.	Unit	Adj. Fact	LABOR HOURS	LABOR RATE	LABOR COST	MATERIAL UNIT COST	MATERIAL NO. OF UNITS	MATERIAL TOTAL COST	EQUIPMENT HOURS	EQUIPMENT UNIT PRICE	EQUIPMENT COST	ITEM UNIT PRICE	ITEM COST
Subcontractor	Asphalt Milling Crew (MILL IT)	Labor unskilled	1	HRS		7.5	$ 16.00	$120.00								
		Milling Machine Foreman	1	HRS		7.5	$ 39.00	$292.50								
		Milling Machine Operator	1	HRS		7.5	$ 25.00	$187.50								
		Foremans Truck	1	HRS								7.50	$ 24.32	$ 182.40		
		Milling Machine	1	HRS								7.50	$ 449.48	$ 3,371.10		
		Water Truck	1	HRS								7.50	$ 55.27	$ 414.53		
	Mob in & out		1	LS								1.00	$ 6,750.00	$ 6,750.00		
Subcontractor	Labor, Equipment and Materials for Additional Work Not Covered Under Existing Unit Costs (A1 Paving)	Laborer/loot	8	HRS		8.5	$ 24.00	$1,632.00								
		Paving Foreman	1	HRS		8.5	$ 50.00	$425.00								
		Paving Operator	1	HRS		8.5	$ 30.00	$255.00								
		Roller Operator	1	HRS		8.5	$ 24.00	$204.00								
		Dump Truck Driver (This includes Milling & Paving)	4	HRS		8.5	$ 24.50	$833.00								
		Foreman Pick-up	1	HRS								8.50	$ 32.81	$ 278.89		
		Paving Machine	1	HRS								8.50	$ 178.64	$ 1,518.44		
		Steel Wheel Roller	1	HRS								8.50	$ 179.24	$ 1,523.54		
		Rubber Tire Roller	1	HRS								8.50	$ 138.02	$ 1,173.17		
		Tack Trailer	1	HRS								8.50	$ 16.50	$ 140.25		
		Dump Truck (This includes Milling & Paving)	4	HRS								8.50	$ 98.83	$ 3,360.22		
		Skidsteer	1	HRS								8.50	$ 110.47	$ 939.00		
		Broom Tractor	1	HRS								8.50	$ 96.97	$ 824.25		
	Mob in & out	Lowboy Truck	1	HRS								8.00	$ 98.83	$ 790.64		
		Lowboy Trailer	1	HRS								8.00	$ 10.33	$ 82.64		
		Lowboy Driver	1	HRS		8	$ 32.00	$256.00								
	Asphalt	TL-C 12.5 Asphalt Friction 1.5"		Tons					$100.00	25	$2,500.00					
	Asphalt	TL-C SP Structural Course		Tons					$60.00	31	$1,860.00					
	QC Tech		1	HRS		8.5	$ 16.00	$136.00								
	QC Truck		1	HRS								8.50	$ 15.56	$ 132.26		
Subcontractor	Stripers (Fausnight Mob)		1	EA			$ 2,500.00	$2,500.00								
710-11101		6" SOLID WHITE							$1,564.05	0.051	$79.77					
710-11131		6" WHITE 10-30 SKIPS							$679.02	0.051	$34.63					
706-1-3		RPM's Raised Pavement Markers							$5.80	8	$46.40					

SUBTOTALS		**$6,841.00**		**$4,520.80**		**$21,481.31**	**$0.00**
Labor Burden	64.00% 0.64	$4,378.24					
Material Tax				$0.00			
Equipment Tax						$0.00	
DIRECT COST SUBTOTAL		**$11,219.24**		**$4,520.80**		**$21,481.31**	**$37,221.35**
Labor Markup	15.00%	$1,682.89					$1,682.89
Materials Markup	15.00%			$678.12			$678.12
Equipment Markup	15.00%					$3,222.20	$3,222.20
SUBTOTAL							**$42,804.55**
Profit (Prime's Markup on Subcontractor)	5.00%						$2,140.23
SUBTOTAL							**$44,944.78**
Liability Insurance & Bond							$0.00
C.O. LUMP SUM TOTAL							**$44,944.78**

Item No.	Description	Unit Cost	Qty.	Unit	Unit Cost

CO to process PI adjustments at total value of $44,944.78
CO Lump Sum Item to be processed at value of: _____
$44,944.78

Compares to Contractors request within following percentage -100.00%

Contractaor Requested Amount N/A Time & Materials -

Page 1 of 2 Sub TOTAL ESTIMATED COST $44,944.78

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION
PROJECT DESCRIPTION: (CC-4727-23/GCM) 452189-1-54-01

ENGINEER'S ESTIMATE Repair Work on Westbound Sand Lake Road Due to Altamonte water line break that occurred on 3/8/25. Page 2 of 2 Prime Contractor

Signature Date

PAY ITEM	DESCRIPTION	Remarks	QTY.	Unit	Adj. Fact	LABOR HOURS	LABOR RATE	LABOR COST	MATERIAL UNIT COST	MATERIAL NO. OF UNITS	MATERIAL TOTAL COST	EQUIPMENT HOURS	EQUIPMENT UNIT PRICE	EQUIPMENT COST	ITEM UNIT PRICE	ITEM COST
Prime	MOT Crew	WSTS Certified MOT	1	HRS		12	$ 38.00	$456.00								
		MOT Labor	1	HRS		12	$ 16.00	$192.00								
		MOT Truck	1	HRS								12.00	$ 33.28	$ 399.36		
102-74-1		Drums/Barrels MOT		EA					$0.12	399	$47.88					
	Road Repair Work															
		Foreman	1	HRS		19	$ 28.00	$532.00								
		Skilled	1	HRS		18	$ 17.00	$306.00								
		Loader Oprator	1	HRS		18	$ 22.00	$396.00								
		Excavator Operator	1	HRS		24	$ 25.00	$600.00								
		F-150 Pick-up	1	HRS								25.00	$ 24.32	$ 608.00		
		Mini Excavator	1	HRS								24.00	$ 25.11	$ 602.64		
		Plate Tamp	1	HRS								6	$ 12.83	$ 76.98		
		Loader	1	HRS								18.00	$ 56.83	$ 1,022.94		
		Saw	1	Daily								1	$ 82.13	$ 82.13		
	Limerock 1 Load		1	Load					$ 1,513.00	1	$1,513.00					

SUBTOTALS		**$2,482.00**		**$1,560.88**		**$2,792.05**		**$0.00**	
Labor Burden	64.00% 0.64	$1,588.48							
Material Tax				$0.00					
Equipment Tax						$0.00			
DIRECT COST SUBTOTAL		**$4,070.48**		**$1,560.88**		**$2,792.05**		**$8,423.41**	
Labor Markup	15.00%	$610.57						$610.57	
Materials Markup	15.00%			$234.13				$234.13	
Equipment Markup	15.00%					$418.81		$418.81	
SUBTOTAL								**$9,686.92**	
Profit (Prime's Markup on Subcontractor)	0.00%							$0.00	
SUBTOTAL								**$9,686.92**	
Liability Insurance & Bond								$0.00	
C.O. LUMP SUM TOTAL								**$9,686.92**	

Item No.	Description		Unit Cost	Qty.	Unit	Unit Cost

CO to process PI adjustments at total value of $9,686.92
CO Lump Sum Item to be processed at value of:

$9,686.92

Compares to Contractors request within following percentage -100.00%

Contractaor Requested Amount N/A Time & Materials

Page 2 of 2 Prime TOTAL ESTIMATED COST	**$9,686.92**
Page 1 of 2 Sub TOTAL ESTIMATED COST	**$44,944.78**
. **TOTAL COST**	**$54,631.70**

SUMMARY OF NEGOTIATIONS

CHANGE ORDER 05

CONTRACT NO. CC-4727-23

PROJECT DESCRIPTION: Sand Lake Rd Intersection Improvements

PACKAGE B

Mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10+46 to 11+46, due to Altamonte water line break.

Force Account - T&M	$54,631.70	$54,631.70
Contractor's Price Quote	Engineer's Cost Estimate	Negotiated Cost
0 Days	0 Days	0 Days
Contractor's Time Request	Engineer's Estimate	Negotiated Time

ETM reviewed the contract the schedule and the requested number of days, verified the impacts to the schedule and agrees that the contractor's request for contract extension is acceptable.

Joseph W Wilson

Digitally signed by Joseph W Wilson
Date: 2025.06.02 09:38:13 -04'00'

Joe Wilson
Project Administrator
England-Thims & Miller

Date:

Joseph Raucci
Vice President
Southland Construction, Inc.

6/2/2025

Date:

CHANGE ORDER 05 ENTITLEMENT
ANALYSIS for Repair Cost Due to Broken
Water Line and Weather

Package B

FID:		Date Prepared: CEI:	5/1/2025
Contract No.	CC-4727-23/GCM		England-Thims & Miller
Project Name:	Sand Lk. Rd. Int. Imp.	Project Administrator:	Joe Wilson

Description of Issue:

Mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10 +46 to 11+46.

CEI Entitlement Analysis:

In accordance with Division I of the Standard Specifications, General Conditions:

SECTION 10.1 CHANGES IN THE WORK.: On March 8, 2025, a 2 inch Altamonte water line broke at approximately station 10+80 LT (this was no fault of the contractor) which damaged the newly installed turn lane L-2 & a section of L-1. Contractor was notified to repair the areas affected by the water line break and the County would cover the work by tracking T&M/Force Account for the additional cost. The following areas were mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10+46 to 11+46. The additional cost to repair the roadway was tracked for a total of $54,631.70. Therefore a **total of $54,631.70 is justified**.

Cost Analysis:

Per the Contract Documents and Project Records, the Contractor is entitled to a total of $54,631.70 as documented above.

Joseph W Wilson

Digitally signed by Joseph W Wilson
Date: 2025.06.02 11:19:05 -04'00'

Joe Wilson Project Administrator ETM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/08/2025

Financial Project ID No. 452 189- 1 5 40 1

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	6.00	
1	Labor MOT	6.00	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	6	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 10:18:18 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/08/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Excavated area where 2" water main was leaking water. Used mini excavator to remove base material to be able to access 2" water line. Once line was repaired, contractor used mini excavator to backfill the excavation with base material.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	Skilled	6	
1	Foreman	6	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	2 Door F-150 4WD	6	
1	CAT Mini Excavator 303.5	6	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.10 14:54:34 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/09/2025

Financial Project ID No. 452 189- 1 5 40 1

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 10:19:50 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/10/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1	
1	Labor	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 10:24:23 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/10/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Backfilled area where damaged water line was. Used clean limerock base material and filled excavation in 6" lifts until top of base area reached. Used plate compactor to compact each layer of base material

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
3	Skilled	6	
1	Foreman	6	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	2 Door F-150 4WD	6	
1	CAT Mini Excavator 303.5	6	
1	Wacker Neuson Plate Tamp BPL4045	6	
1	Komatsu Front End Loader WA270	6	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
1	Limerock Stockpiled on site. 1 load	

Inspector Chris Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.10 15:20:46 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/11/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1	
1	Labor	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.11 10:24:44 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/12/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd. Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT Barrels.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME	

Inspector _____ Signature Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.05.01 11:07:25 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/13/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Workers used a saw to cut out immediate area around water line break, preparing for removal of asphalt.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	Skilled Worker	1.00	
1	Foreman	1.00	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Stihl TS 420 saw.	1	
1	F150	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector James Covington Signature James Covington Digitally signed by James Covington Date: 2025.03.21 14:43:00 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/13/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd. Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT Barrels.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME	

Inspector _____ Signature Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.05.01 11:16:33 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/14/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1	
1	Labor MOT	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 10:55:06 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/14/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Worked on removing friction course and structural course asphalt from area that was damaged at Sta. 10+80 LT . Used mini excavator to pull up chunks of asphalt and loaded on to loader. Removed an 11'x 30 section of asphalt.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
3	Skilled	4.00	
1	Foreman	4.00	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	2 Door F-150 4WD	4	
1	CAT Mini Excavator 303.5	4	
1	Wacker Neuson Plate Tamp BPL4045	0	
1	Komatsu Front End Loader WA270	4	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector Chris Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.03.14 12:13:47 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/15/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd. Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT Barrels from 3/15/25 to 3/23/25. 21 barrels/drums a day times 9 days = 189 barrels/drums for these days.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
189	MOT Barrels - ACME (9 days X 21 barrels = 189 (3/15/25 through 3/23/25)	

Inspector _____ Signature Joseph W Wilson Digitally signed by Joseph W Wilson Date: 2025.05.01 11:08:57 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/24/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☐ Prime ☒ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

A1 Paving was on site at 8:00 AM. A1 cleaned milled surfaces behind mill. A1 placed 2.0" of SP 12.5 TLC from Sta 12 +81 to Sta 10+96 L2. A1 placed tack on fresh asphalt and milled surface. A1 workers paved 1.0" lift of FC 9.5 TLC from Sta 12+83 to Sta 10+14 in L2. A1 tacked the milled surface and paved 1.0" on FC 9.5 TLC from Sta Sta 11+46 to Sta 10 +46 L1.

LABOR

NO.	POSITION	TOTAL HOURS	RATE
1	Superintendent	8.50	
1	Foreman	8.50	
2	Operator	8.50	
8	Skilled Labor	8.50	

EQUIPMENT

NO. UNITS	KIND	TOTAL HOURS	RATE
1	CAT AP 655F Paver E-755	8.5	
1	CAT 265 Skidsteer E 277	8.5	
1	Sweepmaster 300 Power Broom	8.5	
1	Weiler TT600 Tack Trailer	8.5	
1	Weiler C307 Steel Roller	8.5	

MATERIAL USED

QUANTITY	KIND	RATE
31 Ton	SP 12.5 TLC	
25 Ton	FC 9.5 TLC	

Inspector James Covington Signature James Covington Digitally signed by James Covington Date: 2025.03.31 12:53:41 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/24/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☐ Prime ☒ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

A1 Paving 2/2

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
4	Dump Truck Drivers	34	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Bomag Pneumatic Roller	8.5	
4	Dump Trucks For bot Milling & Paving	34	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector James Covington Signature James Covington Digitally signed by James Covington Date: 2025.03.31 12:54:06 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/24/2025

Financial Project ID No. 421589-1-54-01

Road No. Sand Lake Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☐ Prime ☐ Subcontractor ☒ Subordinate Subcontractor

Description of Work Done this Date:

Mill It was on site at 8:00 AM. Once lane closure was up, Mill It began milling L2 from Sta 12+81 to Sta 10+96 at a depth of 3.0 ". After, workers milled Sta 10+96 to Sta 10+14 at a depth of 1.0". Once the lane closure was switched to close L1, Mill It milled L1 from Sta 11+46 to Sta 10+46 at a depth of 1.0". Mill It left site at 3:30 PM.

LABOR

NO.	POSITION	TOTAL HOURS	RATE
1	Foreman	7.50	
1	Operator	7.50	
1	Laborer	7.50	

EQUIPMENT

NO. UNITS	KIND	TOTAL HOURS	RATE
1	Roadtec RX 500 Mill # 32	7.5	
1	International CV Water Truck #189	7.5	
1	Chevrolet 2500 Work Truck # 190	7.5	

MATERIAL USED

QUANTITY	KIND	RATE

Inspector James Covington Signature James Covington Digitally signed by James Covington Date: 2025.03.26 13:40:35 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/24/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1	
1	Labor MOT	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 10:55:37 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/24/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Worked on removing friction course and structural course asphalt from area that was damaged at Sta. 10+80 LT . Used mini excavator to pull up chunks of asphalt and loaded on to loader.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
3	Skilled	4.00	
1	Foreman	4.00	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	2 Door F-150 4WD	4	
1	CAT Mini Excavator 303.5	4	
1	Wacker Neuson Plate Tamp BPL4045	0	
1	Komatsu Front End Loader WA270	4	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector Chris Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 12:33:58 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/25/2025

Financial Project ID No. 4521 89-1-5 401

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1.00	
1	Labor MOT	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 10:55:57 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/26/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☐ Prime ☐ Subcontractor ☒ Subordinate Subcontractor

Description of Work Done this Date:

Fausnight arrived on site at 9:00 AM. Workers started placing 6" solid white stripe along OL from Sta 12+83 to Sta 10 +14. Fausnight then placed 6" white skip 10'-30' W/W-R RPMs 40' OC from Sta 12+83 to Sta 10+14 L1/L2.

LABOR

NO.	POSITION	TOTAL HOURS	RATE
1	Foreman	3.00	
3	Skilled Worker	3.00	

EQUIPMENT

NO. UNITS	KIND	TOTAL HOURS	RATE
1	Striping Truck #191	3	
1	Stake Body Truck # 164	3	

MATERIAL USED

QUANTITY	KIND	RATE
.051 GM	6" Solid White	
.051 GM	6" white skip 10'-30'	
8 EA	W-R RPMs 40' OC	

Inspector James Covington Signature James Covington Digitally signed by James Covington Date: 2025.03.31 13:40:27 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/26/2025

Financial Project ID No. 4521 89-1-5 401

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

MOT set up and materials to divert traffic around damaged asphalt

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
1	WSTS MOT	1.00	
1	Labor MOT	1	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	Isuzu NPR-HD MOT Truck	1	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**
21	MOT Barrels - ACME Barricades	

Inspector Christian Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 10:56:18 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

Date 03/26/2025

Financial Project ID No. 452189-1-54-01

Road No. Sand Lake Rd Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date:

Worked on cleaning and clearing loose millings and debris caused by asphalt repair work. Used mini excavator and loader to assist with cleaning and clearing.

LABOR			
NO.	**POSITION**	**TOTAL HOURS**	**RATE**
3	Skilled	4.00	
1	Foreman	4.00	

EQUIPMENT			
NO. UNITS	**KIND**	**TOTAL HOURS**	**RATE**
1	2 Door F-150 4WD	4	
1	CAT Mini Excavator 303.5	4	
1	Wacker Neuson Plate Tamp BPL4045	0	
1	Komatsu Front End Loader WA270	4	

MATERIAL USED		
QUANTITY	**KIND**	**RATE**

Inspector Chris Parra Signature Chris Parra Digitally signed by Chris Parra Date: 2025.04.01 12:35:00 -04'00'

Foreman _____ Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

Rental Rate Blue Book®, O&O Rates Report for TRUCK, PICKUP, 0.75 TON, 4X4, CREW CAB, GAS - MISC CREW in 2024 JDC

January 5, 2024

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A



Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $565.00	USD $160.00	USD $40.00	USD $6.00	USD $21.29	USD $24.50
Adjustments						
Region (Florida: 94.6%)	(USD $30.51)	(USD $8.64)	(USD $2.16)	(USD $0.32)		
Model Year (2019: 99.69%)	(USD $1.67)	(USD $0.47)	(USD $0.12)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $532.82**	**USD $150.89**	**USD $37.72**	**USD $5.66**	**USD $21.29**	**USD $24.32**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.51
Idling Rate	USD $20.56

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	35%	USD $197.75/mo
Overhaul (ownership)	34%	USD $192.10/mo
CFC (ownership)	13%	USD $73.45/mo
Indirect (ownership)	18%	USD $101.70/mo
Fuel (operating) @ USD 3.24	82.34%	USD $17.53/hr

Revised Date: 1st quarter 2024

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www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Roadtec RX-500
Crawler Mounted Pavement Millers

Size Class:
72 - 87 in
Weight:
58000 lbs



Configuration for RX-500

Cutting Depth	**13.0 in**	Cutting Width	**86.0 in**
Horsepower	**500.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $38,590.00	USD $10,805.00	USD $2,700.00	USD $405.00	USD $229.34	USD $448.60
Adjustments						
Region (Orlando, Florida: 100.4%)	USD $154.36	USD $43.22	USD $10.80	USD $1.62		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $38,744.36**	**USD $10,848.22**	**USD $2,710.80**	**USD $406.62**	**USD $229.34**	**USD $449.48**

Non-Active Use Rates

	Hourly
Standby Rate	USD $130.66
Idling Rate	USD $316.08

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29.58%	USD $11,416.43/mo
Overhaul (ownership)	40.65%	USD $15,685.79/mo
CFC (ownership)	13.1%	USD $5,055.35/mo
Indirect (ownership)	16.67%	USD $6,432.43/mo
Fuel (operating) @ USD 3.70	41.83%	USD $95.94/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (wilsonj@etminc.com)

www.equipmentwatch.com

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Miscellaneous BB2 DSL 6X4 4000
On-Highway Water Tankers

Size Class:
200 hp & Over
Weight:
14000 lbs



Configuration for BB2 DSL 6X4 4000

Horsepower	**250.0 hp**	Power Mode	**Diesel**
Tank Capacity	**4000.0 gal**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,190.00	USD $895.00	USD $225.00	USD $34.00	USD $37.00	USD $55.13
Adjustments						
Region (Orlando, Florida: 100.8%)	USD $25.52	USD $7.16	USD $1.80	USD $0.27		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,215.52**	**USD $902.16**	**USD $226.80**	**USD $34.27**	**USD $37.00**	**USD $55.27**

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.95
Idling Rate	USD $41.38

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	47.55%	USD $1,516.99/mo
Overhaul (ownership)	29.13%	USD $929.29/mo
CFC (ownership)	11.38%	USD $362.92/mo
Indirect (ownership)	11.94%	USD $380.80/mo
Fuel (operating) @ USD 3.70	62.46%	USD $23.11/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (wilsonj@etminc.com)

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 8, 2025

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs



Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8X4**	Horsepower	**450.0**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,775.00	USD $1,620.00	USD $405.00	USD $61.00	USD $66.02	USD $98.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,775.00**	**USD $1,620.00**	**USD $405.00**	**USD $61.00**	**USD $66.02**	**USD $98.83**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $22.74
Idling Rate	USD $77.41

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $2,787.44/mo
Overhaul (ownership)	30.69%	USD $1,772.21/mo
CFC (ownership)	10.39%	USD $600.12/mo
Indirect (ownership)	10.65%	USD $615.23/mo
Fuel (operating) @ USD 3.54	67.56%	USD $44.60/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 24, 2025

Miscellaneous 20 TON
Tilt Deck Utility Trailers

Size Class:
All
Weight:
8250 lbs



Configuration for 20 TON

Capacity	**20.0 t**	Deck Length	**18' - 24'**
Number Of Axles	**2.0**	Number Of Tires	**8.0**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,050.00	USD $295.00	USD $74.00	USD $11.00	USD $4.38	USD $10.35
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 99.74%)	(USD $2.68)	(USD $0.75)	(USD $0.19)	(USD $0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,047.32**	**USD $294.25**	**USD $73.81**	**USD $10.97**	**USD $4.38**	**USD $10.33**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.33
Idling Rate	USD $5.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46.99%	USD $493.38/mo
Overhaul (ownership)	27.3%	USD $286.69/mo
CFC (ownership)	11.82%	USD $124.08/mo
Indirect (ownership)	13.89%	USD $145.85/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 17, 2024

Ford F-250
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A

Configuration for F-250

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $695.00	USD $195.00	USD $49.00	USD $7.00	USD $29.07	USD $33.02
Adjustments						
Region (Florida: 94.6%)	(USD $37.53)	(USD $10.53)	(USD $2.65)	(USD $0.38)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $657.47**	**USD $184.47**	**USD $46.35**	**USD $6.62**	**USD $29.07**	**USD $32.81**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.87
Idling Rate	USD $27.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33.44%	USD $232.43/mo
Overhaul (ownership)	36.42%	USD $253.12/mo
CFC (ownership)	12.69%	USD $88.22/mo
Indirect (ownership)	17.44%	USD $121.22/mo
Fuel (operating) @ USD 3.31	83.35%	USD $24.23/hr

Revised Date: 4th quarter 2024

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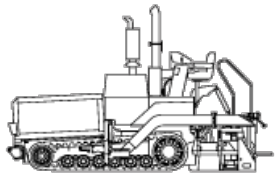
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Caterpillar AP655F
Crawler Mounted Asphalt Pavers

Size Class:
29,000 - 34,999 lbs
Weight:
N/A



Configuration for AP655F

Horsepower	**175 hp**	Power Mode	**Diesel**
Screed Model	**SE50 V**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $21,440.00	USD $6,005.00	USD $1,500.00	USD $225.00	USD $56.70	USD $178.52
Adjustments						
Region (Orlando, Florida: 100.1%)	USD $21.44	USD $6.01	USD $1.50	USD $0.22		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $21,461.44**	**USD $6,011.00**	**USD $1,501.50**	**USD $225.23**	**USD $56.70**	**USD $178.64**

Non-Active Use Rates

	Hourly
Standby Rate	USD $60.06
Idling Rate	USD $148.47

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	31.18%	USD $6,685.66/mo
Overhaul (ownership)	50.74%	USD $10,879.22/mo
CFC (ownership)	9.26%	USD $1,985.27/mo
Indirect (ownership)	8.81%	USD $1,889.85/mo
Fuel (operating) @ USD 3.70	46.79%	USD $26.53/hr

Revised Date: 2nd quarter 2025

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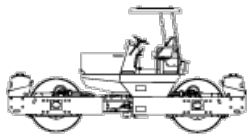
Rental Rate Blue Book®, O&O Rates Report for ROLLER, CAT, CS-5564D in 2024 JDC

January 5, 2024

Caterpillar CB-564D (disc. 2010)
Tandem Vibratory Compactors

Size Class:
11.5 mt & Over
Weight:
27783 lbs



Configuration for CB-564D (disc. 2010)

Drum Width	**84.0 in**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $20,790.00	USD $5,820.00	USD $1,455.00	USD $220.00	USD $66.78	USD $184.90
Adjustments						
Region (Florida: 95.2%)	(USD $997.92)	(USD $279.36)	(USD $69.84)	(USD $10.56)		
Model Year (2010: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $19,792.08**	**USD $5,540.64**	**USD $1,385.16**	**USD $209.44**	**USD $66.78**	**USD $179.24**

Non-Active Use Rates

	Hourly
Standby Rate	USD $56.23
Idling Rate	USD $124.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD $5,197.50/mo
Overhaul (ownership)	52%	USD $10,810.80/mo
CFC (ownership)	12%	USD $2,494.80/mo
Indirect (ownership)	11%	USD $2,286.90/mo
Fuel (operating) @ USD 4.15	18.09%	USD $12.08/hr

Revised Date: 1st quarter 2024

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

BOMAG BW11RH-5
Self Propelled Pneumatic Compactors

Size Class:
To 2.4 mt
Weight:
N/A



Configuration for BW11RH-5

Horsepower	**74.0 hp**	Number of Speeds	**3.0**
Number of Wheels	**9.0**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $18,835.00	USD $5,275.00	USD $1,320.00	USD $200.00	USD $30.36	USD $137.38
Adjustments						
Region (Orlando, Florida: 100.6%)	USD $113.01	USD $31.65	USD $7.92	USD $1.20		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $18,948.01**	**USD $5,306.65**	**USD $1,327.92**	**USD $201.20**	**USD $30.36**	**USD $138.02**

Non-Active Use Rates	Hourly
Standby Rate	USD $50.58
Idling Rate	USD $116.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	21.5%	USD $4,049.99/mo
Overhaul (ownership)	53.02%	USD $9,986.15/mo
CFC (ownership)	12.76%	USD $2,403.65/mo
Indirect (ownership)	12.72%	USD $2,395.21/mo
Fuel (operating) @ USD 3.70	28.29%	USD $8.59/hr

Revised Date: 2nd quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Miscellaneous 550 GAL
Trailer Mounted Asphalt Distributors

Size Class:
To 2,000 gal
Weight:
2800 lbs



Configuration for 550 GAL

Horsepower	**16.0 hp**	Number Of Axles	**1.0**
Power Mode	**Gasoline**	Tank Capacity	**550.0 gal**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,450.00	USD $405.00	USD $100.00	USD $15.00	USD $8.23	USD $16.47
Adjustments						
Region (Orlando, Florida: 100.4%)	USD $5.80	USD $1.62	USD $0.40	USD $0.06		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,455.80**	**USD $406.62**	**USD $100.40**	**USD $15.06**	**USD $8.23**	**USD $16.50**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $4.12
Idling Rate	USD $10.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30.94%	USD $448.58/mo
Overhaul (ownership)	50.15%	USD $727.21/mo
CFC (ownership)	8.92%	USD $129.30/mo
Indirect (ownership)	9.99%	USD $144.91/mo
Fuel (operating) @ USD 3.13	24.06%	USD $1.98/hr

Revised Date: 2nd quarter 2025

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Rental Rate Blue Book®

January 24, 2025

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs

Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8X4**	Horsepower	**450.0**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $5,775.00	USD $1,620.00	USD $405.00	USD $61.00	USD $66.02	USD $98.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,775.00**	**USD $1,620.00**	**USD $405.00**	**USD $61.00**	**USD $66.02**	**USD $98.83**

Non-Active Use Rates

	Hourly
Standby Rate	USD $22.74
Idling Rate	USD $77.41

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $2,787.44/mo
Overhaul (ownership)	30.69%	USD $1,772.21/mo
CFC (ownership)	10.39%	USD $600.12/mo
Indirect (ownership)	10.65%	USD $615.23/mo
Fuel (operating) @ USD 3.54	67.56%	USD $44.60/hr

Revised Date: 1st quarter 2025

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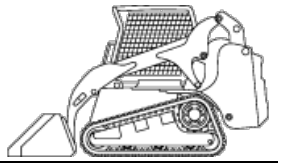
Rental Rate Blue Book®

May 1, 2025

Caterpillar 265
Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A



Configuration for 265

Horsepower	**74 hp**	Operating Capacity (35% of Tip Load)	**2823 lbs**
Operator Protection	**ROPS/FOPS/CAB**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $12,770.00	USD $3,575.00	USD $895.00	USD $135.00	USD $37.55	USD $110.11
Adjustments						
Region (Orlando, Florida: 100.5%)	USD $63.85	USD $17.88	USD $4.47	USD $0.68		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $12,833.85**	**USD $3,592.88**	**USD $899.47**	**USD $135.68**	**USD $37.55**	**USD $110.47**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $31.46
Idling Rate	USD $83.04

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.43%	USD $2,609.48/mo
Overhaul (ownership)	56.86%	USD $7,261.14/mo
CFC (ownership)	9.81%	USD $1,252.56/mo
Indirect (ownership)	12.9%	USD $1,646.82/mo
Fuel (operating) @ USD 3.70	26.95%	USD $10.12/hr

Revised Date: 2nd quarter 2025

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Rental Rate Blue Book®

May 1, 2025

Broce T-15 (disc. 1993)
Self Propelled Pavement Brooms

Size Class:
All
Weight:
4500 lbs



Configuration for T-15 (disc. 1993)

Horsepower	**90.0 hp**	Power Mode	**Gasoline**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,300.00	USD $2,325.00	USD $580.00	USD $87.00	USD $49.72	USD $96.88
Adjustments						
Region (Orlando, Florida: 100.2%)	USD $16.60	USD $4.65	USD $1.16	USD $0.17		
Model Year (1993: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,316.60**	**USD $2,329.65**	**USD $581.16**	**USD $87.17**	**USD $49.72**	**USD $96.97**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $17.30
Idling Rate	USD $61.12

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	17.46%	USD $1,448.77/mo
Overhaul (ownership)	63.39%	USD $5,261.58/mo
CFC (ownership)	8.81%	USD $731.19/mo
Indirect (ownership)	10.34%	USD $858.47/mo
Fuel (operating) @ USD 3.13	27.9%	USD $13.87/hr

Revised Date: 2nd quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 8, 2025

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs

Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8X4**	Horsepower	**450.0**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $5,775.00	USD $1,620.00	USD $405.00	USD $61.00	USD $66.02	USD $98.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,775.00**	**USD $1,620.00**	**USD $405.00**	**USD $61.00**	**USD $66.02**	**USD $98.83**

Non-Active Use Rates	Hourly
Standby Rate	USD $22.74
Idling Rate	USD $77.41

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $2,787.44/mo
Overhaul (ownership)	30.69%	USD $1,772.21/mo
CFC (ownership)	10.39%	USD $600.12/mo
Indirect (ownership)	10.65%	USD $615.23/mo
Fuel (operating) @ USD 3.54	67.56%	USD $44.60/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 24, 2025

Miscellaneous 20 TON
Tilt Deck Utility Trailers

Size Class:
All
Weight:
8250 lbs

Configuration for 20 TON

Capacity	**20.0 t**	Deck Length	**18' - 24'**
Number Of Axles	**2.0**	Number Of Tires	**8.0**
Power Mode	**Manual**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,050.00	USD $295.00	USD $74.00	USD $11.00	USD $4.38	USD $10.35
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 99.74%)	(USD $2.68)	(USD $0.75)	(USD $0.19)	(USD $0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,047.32**	**USD $294.25**	**USD $73.81**	**USD $10.97**	**USD $4.38**	**USD $10.33**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.33
Idling Rate	USD $5.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46.99%	USD $493.38/mo
Overhaul (ownership)	27.3%	USD $286.69/mo
CFC (ownership)	11.82%	USD $124.08/mo
Indirect (ownership)	13.89%	USD $145.85/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Isuzu NPR
On-Highway Light Duty Trucks

Size Class:
300 hp & Over
Weight:
N/A



Configuration for NPR

Axle Configuration	**4.0 X 2.0**	Cab Type	**Crew**
Horsepower	**325.0 hp**	Power Mode	**Gasoline**
Ton Rating	**1.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,425.00	USD $960.00	USD $240.00	USD $36.00	USD $13.64	USD $33.10
Adjustments						
Region (Orlando, Florida: 100.9%)	USD $30.83	USD $8.64	USD $2.16	USD $0.32		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,455.82**	**USD $968.64**	**USD $242.16**	**USD $36.32**	**USD $13.64**	**USD $33.28**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $12.80
Idling Rate	USD $23.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.94%	USD $922.73/mo
Overhaul (ownership)	34.81%	USD $1,192.33/mo
CFC (ownership)	16.12%	USD $552.15/mo
Indirect (ownership)	22.13%	USD $757.79/mo
Fuel (operating) @ USD 3.13	31.3%	USD $4.27/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (wilsonj@etminc.com)

www.equipmentwatch.com

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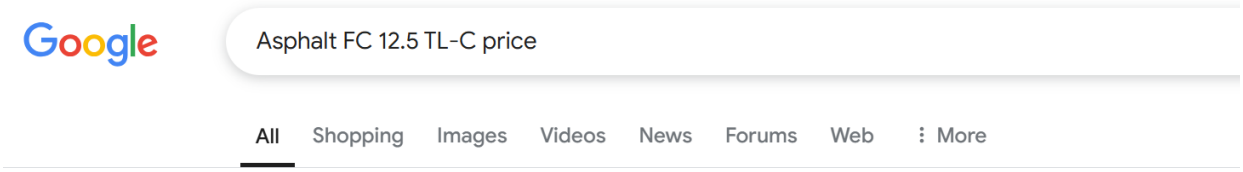
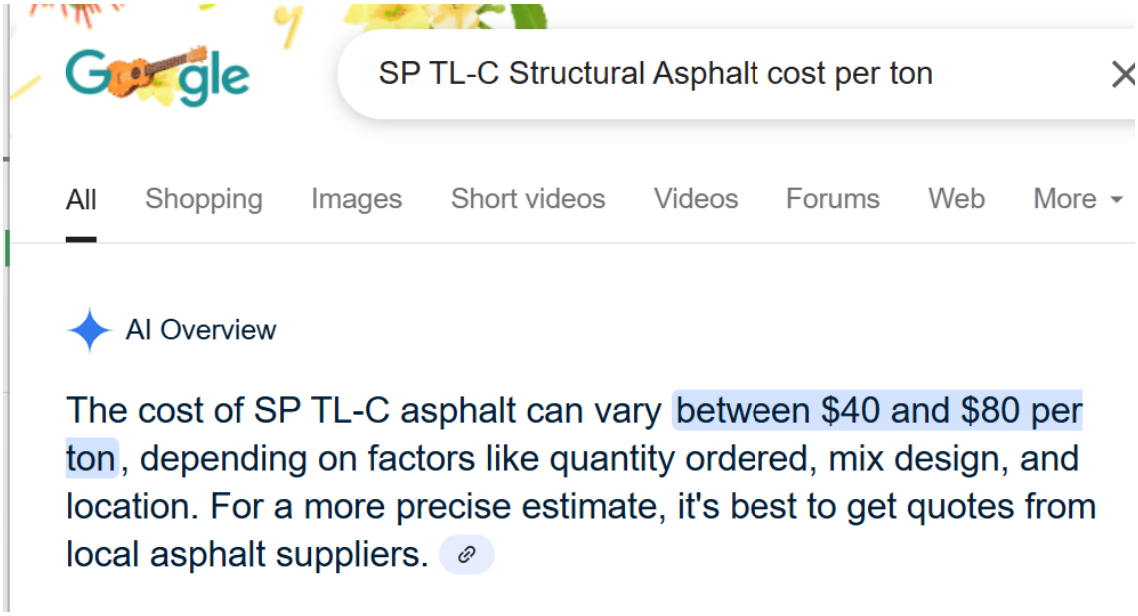
From: Joe Wilson
To: Joe Wilson
Subject: Asphalt TL-C FC 12.5
Date: Monday, February 17, 2025 3:44:29 PM
Attachments: image001.png
image002.png



ETM
ENGLAND-THIMS & MILLER

Joe Wilson Project Administrator
WilsonJ@etminc.com | cell: 407.488.0264 |
etminc.com | Career Opportunities

From: Joe Wilson
To: Joe Wilson
Subject: Sand Lake SP Asphalt TL-C Cost
Date: Thursday, May 1, 2025 2:08:02 PM
Attachments: image001.png
image002.png



ETM
ENGLAND-THIMS & MILLER

Joe Wilson Project Administrator
WilsonJ@etminc.com | cell: 407.488.0264 |
etminc.com | Career Opportunities

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 24, 2025

Miscellaneous 4X4 3/4 160 CONV DSL
On-Highway Light Duty Trucks

Size Class:
100 - 199 hp
Weight:
4500 lbs



Configuration for 4X4 3/4 160 CONV DSL

Axle Configuration	**4X4**	Cab Type	**Conventional**
Horsepower	**160.0**	Power Mode	**Diesel**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,350.00	USD $380.00	USD $95.00	USD $14.00	USD $7.89	USD $15.56
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,350.00**	**USD $380.00**	**USD $95.00**	**USD $14.00**	**USD $7.89**	**USD $15.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.77
Idling Rate	USD $11.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33.11%	USD $447.02/mo
Overhaul (ownership)	37.83%	USD $510.67/mo
CFC (ownership)	12.57%	USD $169.68/mo
Indirect (ownership)	16.49%	USD $222.64/mo
Fuel (operating) @ USD 3.54	42.33%	USD $3.34/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (moffatts@etminc.com)

www.equipmentwatch.com

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PROPOSAL

Fausnight
STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PHONE	DATE
	08/22/23
PROPOSAL #	23-0628

JOB NAME/LOCATION
CC-4727-23/GCM Project
Sand Lake Rd at SR 434
Sand Lake Rd at W. Lake Brantley Rd
Seminole County
SCED Project No. 452189-1-54-01 - 06/14/2023

TO Southland Construction

Attention: Ben White
Shannon Knox

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
102-1	MOT - Workzone Striping - If Needed:			$ -	
	MOT Paint Striping (Other than Final Surface)			$ 2,500.00	Per Day
	MOT Hydroblasting (Other than Final Surface)			$ 1,800.00	Per Day
700-1-11	Sign Single Post (Less Than 12)	12.000	AS	$ 670.00	$ 8,040.00
700-1-50	Relocate Existing Signs (Single Post)	2.000	AS	$ 250.00	$ 500.00
700-1-60	Remove Existing Signs (Single Post)	7.000	AS	$ 120.00	$ 840.00
705-10-1	Object Marker	2.000	EA	$ 200.00	$ 400.00
706-1-1	Raised Pvmt Marker Type B w/o Final Surface Markings	10.000	EA	$ 5.00	$ 50.00
706-1-3	Retro-Reflective Pavement Markers	69.000	EA	$ 5.00	$ 345.00
710-90	Painted Pvmt Markings (Final Surface) (Sand Lake)	1.000	LS	$ 5,580.00	$ 5,580.00
710-90	Painted Pvmt Markings (Final Surface) (Lk Brantley)	1.000	LS	$ 1,650.00	$ 1,650.00
711-11-123	Thermoplastic Standard White Solid 12"	1276.000	LF	$ 3.10	$ 3,955.60
711-11-125	Thermoplastic Standard White Solid 24"	129.000	LF	$ 6.20	$ 799.80
711-11-141	Thermoplastic Standard White Skip 6" 2-4 Dotted Guideline/ 6-10 Gap Extension	0.041	GM	$ 1,800.00	$ 73.80
711-11-170	Thermoplastic Standard White Arrow	20.000	EA	$ 60.00	$ 1,200.00
711-11-241	Thermoplastic Standard Yellow Skip 6" 2-4 Dotted Guideline/ 6-10 Gap Extension	0.020	GM	$ 1,800.00	$ 36.00
711-14-123	Thermoplastic Preformed White Solid 12"	100.000	LF	$ 10.00	$ 1,000.00
711-14-125	Thermoplastic Preformed White Solid 24"	463.000	LF	$ 20.00	$ 9,260.00
711-16-101	Thermoplastic Std-Other Surfaces White Solid 6"	0.487	GM	$ 5,100.00	$ 2,483.70
711-16-131	Thermoplastic Standard-Other Surfaces White Skip 6", 10-30 Skip or 3-9 Lane Drop	0.072	GM	$ 1,800.00	$ 129.60
711-16-201	Thermoplastic Std-Other Surfaces Yellow Solid 6"	0.242	GM	$ 5,100.00	$ 1,234.20
711-17-1	Remove Existing Pavement Markings	2466.000	SF	$ 2.25	$ 5,548.50

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Qualification: In the event that any vaccination requirements are a part of the project, then we withdraw our proposal.

Total: **$ 43,126.20**

Authorized Signature

Phil Fausnight

Terms: Net 30

Proposal Valid for 90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Signature

CONTACTS:

Estimating Department	estimating@fausnight.com
Phil Fausnight, President/Contracts Administrator	phil@fausnight.com
John Bruce, Project Coordinator/Scheduling	john.bruce@fausnight.com
Cris Mercedes, Gen Admin, Insurance, Submittals	cris@fausnight.com

Florida Department of Transportation
Item Average Unit Cost
From 2024/04/01 to 2025/03/31
Statewide

Contract Type: CC
Displaying: ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0709 12131	3	$36,188.76	$36,044.00	.996	GM	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, WHITE, SOLID 8" FOR INTERCH & URBAN ISLAND, FOR MCSAW PROJECTS
0709 12132	1	$45.00	$5,940.00	132.000	LF	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK, FOR MCSAW PROJECTS
0709 12133	3	$47.16	$149,890.00	3,178.000	LF	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CHEVRON, FOR MCSAW PROJECTS
0709 12134	3	$51.95	$33,562.00	646.000	LF	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK, FOR MCSAW PROJECTS
0709 12135	1	$26,700.00	$4,245.30	.159	GM	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, WHITE, SKIP, 6", FOR MCSAW PROJECTS
0709 12136	3	$27,212.43	$91,080.00	3.347	GM	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, YELLOW, SOLID, 6", FOR MCSAW PROJECTS
0709 12137	3	$28,695.65	$9,240.00	.322	GM	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, YELLOW, SOLID 8" FOR INTERCH & URBAN ISLAND, FOR MCSAW PROJECTS
0709 12138	3	$18.27	$32,741.00	1,792.000	LF	N	TRAFFIC STRIPE-TWO REACTIVE COMPONENTS, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON, FOR MCSAW PROJECTS
0710 11101	214	$1,564.05	$4,668,324.03	2,984.759	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"
0710 11102	113	$2,138.18	$206,912.11	96.770	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"
0710 11103	19	$4,568.33	$76,971.75	16.849	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE MARKINGS, 12"

Florida Department of Transportation
Item Average Unit Cost
From 2024/04/01 to 2025/03/31
Statewide

Contract Type: CC
Displaying: ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0710 11123	146	$1.55	$805,629.17	519,019.000	LF	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"
0710 11124	126	$1.97	$265,667.32	135,173.000	LF	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"
0710 11125	185	$2.52	$749,381.06	297,829.000	LF	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"
0710 11131	148	$679.02	$1,028,147.63	1,514.158	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE
0710 11133	23	$1,345.00	$13,310.11	9.896	GM	N	PAINTED PAVEMENT MARKING, STANDARD,WHITE, 3'-9' SKIP DROP LINE AND APPROACH TO TOLL PLAZA, 12" WIDE,
0710 11141	155	$798.15	$124,032.98	155.401	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"
0710 11144	3	$977.62	$184.77	.189	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE FOR ROUNDABOUT, 12"
0710 11160	140	$66.83	$353,717.94	5,293.000	EA	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL
0710 11170	176	$43.27	$1,060,343.12	24,507.000	EA	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS
0710 11180	14	$6.15	$6,632.77	1,079.000	LF	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE
0710 11190	22	$4.60	$9,662.90	2,099.000	SF	N	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND NOSE
0710 11201	211	$1,538.44	$3,368,079.67	2,189.277	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"
0710 11202	11	$2,535.12	$10,655.13	4.203	GM	N	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR

706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	EA		10	10	5.80	$ 58.00
706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	69		69	5.80	$ 400.20
710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	1	2	4,200.00	$ 8,400.00
711 11 123	THERMOPLASTIC, STANDARD WHITE, SOLID 12" FOR CROSSWALK AND ROUNDABOUT	LF	651	625	1,276	3.60	$ 4,593.60
711 11 125	THERMOPLASTIC, STANDARD WHITE, SOLID 24" FOR STOP LINE AND CROSSWALK	LF	105	24	129	7.20	$ 928.80
711 11 141	THERMOPLASTIC, STANDARD WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.041		0.041	2,035.00	$ 83.44
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	18	2	20	70.00	$ 1,400.00
711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE/ 6-10 DOTTED EXTENSION LINE, 6"	GM	0.020		0.020	2,085.00	$ 41.70
711 14 123	THERMOPLASTIC, PERFORMED, WHITE, SOLID, 12" CROSSWALK	LF	100		100	11.60	$ 1,160.00
711 14 125	THERMOPLASTIC, PERFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	463		463	23.20	$ 10,741.60
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.402	0.085	0.487	5,825.00	$ 2,836.78
711 16 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6" 10-30 SKIP OR 3-9 LANE DROP	GM	0.072		0.072	2,030.00	$ 146.16
711 16 201	THERMOPLASTIC, OTHER SURFACES, YELLOW, SOLID 6"	GM	0.242		0.242	5,860.00	$ 1,418.12
711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVT MARKING - SURFACE TO REMAIN	SF	1474	992	2,466	2.60	$ 6,411.60
	SIGNALIZATION						
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	510	205	715	25.80	$ 18,447.00
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	3265	1620	4,885	32.60	$ 159,251.00
632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2	1	3	10,120.00	$ 30,360.00
632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	2	1	3	3,540.00	$ 10,620.00
633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	255		255	3.15	$ 803.25
633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	2560	1915	4,475	3.40	$ 15,215.00
633 1 620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1645	450	2,095	1.90	$ 3,980.50
633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	204	72	276	58.40	$ 16,118.40
633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	48	12	60	104.60	$ 6,276.00
633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	4	1	5	1,900.00	$ 9,500.00
633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	23	6	29	116.00	$ 3,364.00
633 3 13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	2		2	95.00	$ 190.00
633 3 14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	2	1	3	122.00	$ 366.00
633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	2		2	2,440.00	$ 4,880.00
633 3 17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	3		3	545.00	$ 1,635.00
633 3 56	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY PATCH PANEL	EA		1	1	1,020.00	$ 1,020.00
633 8 1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	LF	315		315	11.60	$ 3,654.00
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	39	7	46	2,270.00	$ 104,420.00
635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	13	4	17	4,490.00	$ 76,330.00
635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3		3	5,900.00	$ 17,700.00
639 1 121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	2		2	4,600.00	$ 9,200.00
639 1 620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1		1	710.00	$ 710.00
639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100		100	6.40	$ 640.00
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2		2	1,930.00	$ 3,860.00
641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2		2	472.00	$ 944.00
641 2 70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	4		4	8,300.00	$ 33,200.00
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	9	1	10	3,480.00	$ 34,800.00
646 1 60	ALUMINUM SIGNALS POLE, REMOVE	EA	1	1	2	709.00	$ 1,418.00
649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	2		2	66,000.00	$ 132,000.00
649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1		1	57,600.00	$ 57,600.00
649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1		1	63,400.00	$ 63,400.00

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 11/29/2023 11:13:16 -05:00
eCertified Id: 37C9-ECK5-9633
Page 27 of 85

Florida Department of Transportation

Item Average Unit Cost

From 2024/04/01 to 2025/03/31

Statewide

Contract Type: CC

Displaying: ITEMS WITH HITS

From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0102 73	2	$32.37	$71,515.20	2,209.000	LF	N	TEMPORARY GUARDRAIL
0102 74 1	291	$.12	$3,560,471.28	29,016,726.000	ED	N	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD
0102 74 8	182	$.05	$1,506,300.89	29,593,443.000	FD	N	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)
0102 75 1	17	$24.60	$858,006.26	34,883.000	LF	N	TEMPORARY SEPARATOR, F&I REMOVE
0102 76	230	$5.98	$1,234,306.24	206,398.000	ED	N	ARROW BOARD / ADVANCE WARNING ARROW PANEL
0102 78 1	28	$5.55	$385,665.21	69,505.000	EA	N	TEMPORARY RAISED/RETROREFLECTIVE PAVEMENT MARKER, TYPE D
0102 89 1	58	$2,001.25	$2,315,448.12	1,157.000	LO	N	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION
0102 94 1	2	$67.31	$367,240.00	5,456.000	LF	N	TEMPORARY GLARE SCREEN, F&I, WALL MATERIAL-CONCRETE
0102 94 11	1	$14.00	$12,096.00	864.000	LF	N	GLARE SCREEN, TEMPORARY, RELOCATE, WALL MATERIAL- CONCRETE
0102 99	284	$11.74	$5,930,003.95	505,230.000	ED	N	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY
0102104	168	$26.82	$7,560,097.10	281,852.000	ED	N	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION
0102107 1	164	$17.00	$4,779,761.93	281,158.000	ED	N	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION
0102112	10	$111.20	$1,329,266.88	11,954.000	DA	N	EXISTING ITS MAINTENANCE
0102115	210	$.35	$219,874.64	625,657.000	ED	N	TYPE III BARRICADE
0102120	2	$124.98	$88,488.00	708.000	ED	N	TEMPORARY TRAFFIC SIGNALS FOR LANE CLOSURES ON TWO-LANE,TWO-WAY ROADWAYS
0102150 1	68	$5.99	$601,930.02	100,446.000	ED	N	PORTABLE REGULATORY, SIGN
0102150 2	73	$6.49	$644,560.48	99,337.000	ED	N	RADAR SPEED DISPLAY UNIT

Rental Rate Blue Book®, O&O Rates Report for TRUCK, PICKUP, 0.75 TON, 4X4, CREW CAB, GAS - MISC CREW in 2024 JDC

January 5, 2024

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A



Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $565.00	USD $160.00	USD $40.00	USD $6.00	USD $21.29	USD $24.50
Adjustments						
Region (Florida: 94.6%)	(USD $30.51)	(USD $8.64)	(USD $2.16)	(USD $0.32)		
Model Year (2019: 99.69%)	(USD $1.67)	(USD $0.47)	(USD $0.12)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $532.82**	**USD $150.89**	**USD $37.72**	**USD $5.66**	**USD $21.29**	**USD $24.32**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.51
Idling Rate	USD $20.56

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	35%	USD $197.75/mo
Overhaul (ownership)	34%	USD $192.10/mo
CFC (ownership)	13%	USD $73.45/mo
Indirect (ownership)	18%	USD $101.70/mo
Fuel (operating) @ USD 3.24	82.34%	USD $17.53/hr

Revised Date: 1st quarter 2024

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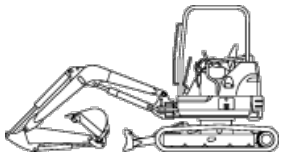
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Caterpillar 303.5 (disc. 2003)
Crawler Mounted Compact Excavators

Size Class:
2.5 - 3.4 mt
Weight:
7546 lbs



Configuration for 303.5 (disc. 2003)

Horsepower	**25.0 hp**	Operating Weight	**3.4 mt**
Operator Protection	**ROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,050.00	USD $575.00	USD $145.00	USD $22.00	USD $13.33	USD $24.98
Adjustments						
Region (Orlando, Florida: 101.1%)	USD $22.55	USD $6.32	USD $1.60	USD $0.24		
Model Year (2003: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,072.55**	**USD $581.33**	**USD $146.60**	**USD $22.24**	**USD $13.33**	**USD $25.11**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $7.29
Idling Rate	USD $15.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.99%	USD $553.25/mo
Overhaul (ownership)	38.05%	USD $780.09/mo
CFC (ownership)	16.74%	USD $343.23/mo
Indirect (ownership)	18.22%	USD $373.44/mo
Fuel (operating) @ USD 3.70	25.66%	USD $3.42/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Wacker Neuson BPU2540A
Hand Held Vibratory Plate Compactors

Size Class:
211 - 552 lbs
Weight:
N/A



Configuration for BPU2540A

Horsepower	**5.5 hp**	Plate Width	**15.8 in**
Pounds per Blow	**5625 lbs**	Power Mode	**Gasoline**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,115.00	USD $315.00	USD $79.00	USD $12.00	USD $6.43	USD $12.77
Adjustments						
Region (Orlando, Florida: 101%)	USD $11.15	USD $3.15	USD $0.79	USD $0.12		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,126.15**	**USD $318.15**	**USD $79.79**	**USD $12.12**	**USD $6.43**	**USD $12.83**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $3.69
Idling Rate	USD $7.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34.11%	USD $380.29/mo
Overhaul (ownership)	42.29%	USD $471.53/mo
CFC (ownership)	9.11%	USD $101.58/mo
Indirect (ownership)	14.49%	USD $161.60/mo
Fuel (operating) @ USD 3.13	24.11%	USD $1.55/hr

Revised Date: 2nd quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 1, 2025

Komatsu WA270-7 (disc. 2017)
4-Wd Articulated Wheel Loaders

Size Class:
135 - 149 hp
Weight:
N/A



Configuration for WA270-7 (disc. 2017)

Horsepower	**149.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,110.00	USD $1,430.00	USD $360.00	USD $54.00	USD $27.51	USD $56.54
Adjustments						
Region (Orlando, Florida: 101%)	USD $51.10	USD $14.30	USD $3.60	USD $0.54		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,161.10**	**USD $1,444.30**	**USD $363.60**	**USD $54.54**	**USD $27.51**	**USD $56.83**

Non-Active Use Rates

	Hourly
Standby Rate	USD $19.35
Idling Rate	USD $38.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.18%	USD $2,002.09/mo
Overhaul (ownership)	34.01%	USD $1,738.05/mo
CFC (ownership)	16.71%	USD $853.93/mo
Indirect (ownership)	10.1%	USD $515.93/mo
Fuel (operating) @ USD 3.70	33.62%	USD $9.25/hr

Revised Date: 2nd quarter 2025

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All prices shown in US dollars ($)

AED Green Book®

May 1, 2025

Stihl TS 420 CUT-OFF SAW (disc. 2014)
Cut-Off Saws

Size Class:
All
Weight:
N/A

Configuration for TS 420 CUT-OFF SAW (disc. 2014)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	USD $752.00	USD $274.00	USD $82.00
Adjustments			
Region (Florida: 100.16%)	USD $1.22	USD $0.44	USD $0.13
User Defined			
Rental Rates (100%)	-	-	-
Total:	**USD $753.22**	**USD $274.44**	**USD $82.13**

Date Last Updated: Mar 01, 2025

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(https://www.gravelshop.com/shop-bilder/prods/baserock-709_large.jpg)



(https://www.gravelshop.com/shop-bilder/prods/baserock-limestone-1326_large.jpg)



(https://www.gravelshop.com/shop-bilder/prods/baserock-708_large.jpg)

ID 572

BASEROCK LIMESTONE

2" minus - can contain up to 6" pieces

Status: **In stock**

Choose delivery type and quantity

Find amount and Price in Listbox
Price including delivery

Tipload (yd) — 17 yd Full Truckload | Add to Cart

Choose delivery time in cart

Tipload (ton) — 21 ton Full Truckload | Add to Cart

Choose delivery time in cart

6 truckload, $1,513 per truckload, (— 5 truckload Full Truckload | Add to Cart

Choose delivery time in cart

Tipload (10 ton) — 5 halfload Full Truckload | Add to Cart

Choose delivery time in cart

Do you find the page challenging? - Simply Request a Quote! (/info/quote-offer.asp)

INFORMATION

- Prices in the Drop-Down-List above
- Density: 1 ton = 0.83 cu yd / 1 cu yd = 1.2 ton
- Coverage: 0.62 cu yd covers 100 sq ft 2 inch deep
- Coverage: 1.54 cu yd covers 100 sq ft 5 inch deep
- Estimator: Coverage Calculate Baserock Limestone (https://www.gravelshop.com/shop/calculate-cubic-yard-feet-ton.asp?groupid=32&productid=572)

SOUTHLAND CONSTRUCTION, INC.

172 WEST FOURTH STREET
APOPKA, FLORIDA 32703
TEL (407) 889-9844
FAX (407) 886-4348
WWW.SOUTHLANDCONSTRUCTION.COM

February 5, 2025

England, Thims, and Miller, Inc.
Joe Wilson
1411 Edgewater Dr., Ste. 200
Orlando, FL 32804

Re: Project: Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Intersection
Contract: CC-4727-23/GCM
Subject: SCI Labor Burden Rates 2025

Mr. Miller,

Please find our Labor Burden Rates for the calendar year 2025.

Work Comp	2.77%
General Liability	6.00%
Umbrella	11.53%
FICA	6.20%
Medicare	1.45%
FUTA	0.68%
SUTA	0.61%
Health Insurance	22.29%
Vacation Pay	4.62%
Holiday Pay	2.31%
Safety Training	1.77%
Job Meetings	1.32%
401k Contribution	2.01%
Total	63.56%
Use	**64.00%**

Sincerely,

Melissa Hummel

Melissa S. Hummel
Project Manager

Copy: file

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MEMORANDUM

TO: Darren Gray, County Manager

THROUGH: John Slot, Public Works Director

FROM: Ted Holmes, P.E., Chief Construction Engineer

DATE: June 27, 2025

SUBJECT: Request for Payment – Southland Construction, Inc. / CC-4727-23/GCM
Sand Lake Road at S.R. 434 & Sand Lake Road at W. Lake Brantley Intersection Improvements

---

On March 8, 2025, a 2" water line broke within the project limits, damaging the newly installed turn lane. The contractor, Southland Construction, Inc., was not at fault. Seminole County Public Works is seeking reimbursement from the City of Altamonte Springs, as the damage was caused by a faulty City-owned pipe.

Southland completed the necessary repairs to avoid project delays and in accordance with industry standards. Because the requested change order exceeds 5% of the original contract amount approved by the Board of County Commissioners, it requires formal Board approval.

I respectfully request that Change Order #2 be placed on the July 22, 2025, BCC meeting agenda and that payment be authorized for the work already completed.

Project Start:	7/15/2024
Project Cost:	$2,781,977.24
Amount Requested:	$54,631.70
New Total:	$2,976,408.42 (including previous change orders requested by FDOT)
	(6.99% over Original Contract Amount)

CHANGE ORDER 05 SUMMARY SHEET

Date Prepared: 5/1/2025
Contract No. CC-4727-23/GCM
CEI: England-Thims & Miller
Project Name: Sand Lk Rd. Int Imp
Senior Project Engineer: Louis Bramblett, P.E., DBIA

PACKAGE	ITEM DESCRIPTION	TYPE OF REVISION	DOLLAR AMOUNT	DAYS
A	Incorporate contract time affected by Utility Delays, and weather	6.43.26.43.2.1 (not anticipated or unforseen changes, weather and holidays)	$0.00	20
B	Mill & resurface asphalt and fix roadway limerock base westbound/Lt RDWY L-2 from station 10+14 TO 12+81 & L-1 from 10+46 to 11+46.	10.1 Changes in the Work (not anticipated or unforseen changes)	$54,631.70	0
	TOTAL =		$54,631.70	20

CHANGE ORDER 05 ENTITLEMENT
ANALYSIS Time Extension Due to Broken
Water Line and Weather

Package A

FID:		Date Prepared:	4/24/2025
Contract No.	CC-4727-23/GCM	CEI:	England-Thims & Miller
Project Name:	Sand Lk. Rd. Int. Imp.	Senior Project Engr.:	Louis Bramblett, P.E.

Description of Issue:
Add Contract Time for Added Work Due to Broken Water Line

CEI Entitlement Analysis:

In accordance with Division I of the Standard Specifications, General Conditions:

SECTION 6.43.2.1 Utility Delays.: On March 8, 2025, a 2 inch water line broke at approximately station 10+80 LT (this was no fault of the contractor) which damaged the newly installed turn lane. This impacted the completion of the project for the duration of the repairs and cure time. The repair was completed and opened for traffic on March 26, 2025 with thermo striping completing 14 days later (April 9) to account for asphalt cure time for a total of 33 days. However time from 3/8 to 3/21 (14 days) was previously granted and cannot be awarded as a time extension resulting in an impact of 19 days. This impact to the critical path warrants time to be added in order to execute the work and complete the project. The contractor requested adding a 19 day time extension. Review of the Schedule justifies this extra work will impact critical path a total nineteen (19)days. Therefore a **total of nineteen (19)days is justified**

SECTION 6.43.2.1 Weather and Holidays.: Due to the effects of weather impacting progress on February 24, 2025, the contractor requested a weather day. A weather day is justified to be added to the contract. Therefore a **total of one (1) day is Justified.**

This totals to Twenty (20) days to be added.

Time Extension Analysis:

Per the Contract Documents and Project Records, the Contractor is entitled to a total of twenty (20) additional non compensable days as documented above.

Louis J Bramblett Digitally signed by Louis J Bramblett
Date: 2025.04.24 10:19:27 -05'00'

Louis J. Bramblett, P.E. DBIA Sr. Project Engineer ETM

File Number: 2025-561

Title:

Award CC-6517-25/HSM - Osceola Road Landfill 2025 Stage I Phase III Area Gas Collection and Control System (GCCS) Expansion to Integrity Environmental, LLC., of Monroe, North Carolina in the amount of $1,099,800.00, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Deputy Resource Management Director)** Requesting Department - Environmental Services

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing & Contracts Division Manager

Contact/Phone Number:

Herronda Mortimer/407 665-7113

Background:

CC-6517-25/HSM will provide improvements for the expansion of the existing landfill gas collection and control system (GCCS) in Phase III Area at the Osceola Road Landfill located at 1930 E Osceola Road, Geneva, FL 32732. The work to be performed by the contractor consists of, but is not limited to, furnishing all labor, materials, equipment, tools, transportation, incidentals and operations, and performing all work necessary to complete the project.

The project was publicly advertised and the County received (4) four bids in response to the solicitation. The Review Committee consisting of Oliver Bond, Division Manager, Nakia Stewart, Project Manager, and James Mullin, Environmental Programs Manager all from the Solid Waste reviewed the responses giving consideration to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder Integrity Environmental, LLC., of Monroe, NC in the amount of $1,099,800.00. The completion time for this project is three hundred thirty-five (335) calendar days to Substantial Completion and an additional thirty (30) days to Final

Completion after the issuance of a Notice to Proceed by the County.

The Engineer's Estimate for the project is $1,214,080.86.

This is a budgeted project, and funds are available in Landfill Gas System Expansion (Acct# 650999901.00244604.560650.00001).

Requested Action:

Staff requests the Board award CC-6517-25/HSM - Osceola Road Landfill 2025 Stage I Phase III Area Gas Collection and Control System (GCCS) Expansion to Integrity Environmental, LLC., of Monroe, North Carolina in the amount of $1,099,800.00, and authorize the Purchasing and Contracts Division to execute the Agreement.

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

TABULATION SHEET

CC-6517-25/HSM

CC-6517-25/HSM Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Expansion

RESPONSE DEADLINE: May 14, 2025, at 2:00 pm
Report Generated: Thursday, May 29, 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.

Vendor	Total
COMANCO	$1,845,745.00
SCS Field Services	$1,240,096.00
Sullivan Environmental, Inc.	$1,116,264.12
Integrity Environmental Solutions, LLC	$1,099,800.00

Tabulated and posted by: Herronda S. Mortimer, Senior Procurement Analyst, Friday, May 16, 2025, 8:25 AM (EST)

Recommendation and Notice of Intent to Award: **Integrity Environmental Solutions, LLC** updated and Posted by Herronda S Mortimer, Sr. Procurement Analyst, Thursday, May 29, 2025, 10:30 AM (EST)

BCC AGENDA DATE: June 22, 2025

Notice of Recommended Award

Recommendation of Award for:

CC-6517-25/HSM Osceola Road Landfill 2025 Stage I Phase III Area Gas Collection Collection and Control System (GCCS) Expansion

To: Integrity Environmental Solutions, LLC

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

Review Committee Members:

Name: Nikia Stewart, Project Manager

Signature: Nikia Stewart Date: 5/21/2025

Name: Oliver Bond, Division Manager

Signature: Oliver Bond Date: 5/21/25

Name: James Mullin, Environmental Prgm Mngr

Signature: James Mullin Date: 05/22/2025

Name: _____

Signature: _____ Date: _____

Director:

Name: Kim Ornberg, Environmental Srvs Director

Signature: _____ Date: 5/27/25

CONSTRUCTION SERVICES AGREEMENT FOR OSCEOLA ROAD LANDFILL 2025 STAGE 1 PHASE III AREA GAS COLLECTION AND CONTROL SYSTEM (GCCS) (CC-6517-25/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **Integrity Environmental Solutions, LLC,** duly authorized to conduct business in the State of Florida, whose address is 1127 Curtis Street Suite 100, Monroe, NC 28112 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".

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

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. The work is generally described as the Osceola Road Landfill 2025 Stage 1 Phase III Area Gas Collection and Control System (GCCS) Project**.**

Section 2. Engineer.

(a) The Engineer of Record ("ENGINEER") as named in the Contract Documents is Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc. whose address is 3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619.

(b) COUNTY's contracted consultant for construction, engineering, and inspection ("CEI") services as named in the Contract Documents is Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc., whose address is 3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within one-hundred and fifty (150) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within thirty (30) calendar days after the actual date of substantial completion.

(c) The parties acknowledge that the contract time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.

(d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict these thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price).

CONTRACTOR's total compensation is ONE MILLION NINETY-NINE EIGHT HUNDRED AND NO/100 DOLLARS ($1,099,800.00) dollars, subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated

(temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount

for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

(b) CONTRACTOR has studied carefully and considered in its bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the work.

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR's resident Superintendent at the work site will be Vince Coleman. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable.

If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

(1) This Agreement and its Exhibits.

(2) Any Addenda to COUNTY's Solicitation Package.

(3) COUNTY's Solicitation Package, including the General Conditions.

(4) Drawings and Plans.

(5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

(2) Performance Bond.

(3) Payment Bond.

(4) Contractor's Certificate of Insurance and Insurance Policies.

(5) Notice to Proceed.

(6) Certificate of Substantial Completion.

(7) Contractor's Waiver of Lien (Partial).

(8) Contractor's Waiver of Lien (Final and Complete).

(9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

(10) Certificate of Final Completion.

(11) Contractor's Release.

(12) Consent of Surety to Final Payment.

(13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section

12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of two hundred and fifty and 00/100 Dollars ($250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment and Binding Effect.

(a) Terms used in this Agreement that are defined in Section 1 of the General Conditions have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to

be bound and any such assignment without such written consent will be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. 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 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by 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 Environment Services
Solid Waste Division
1950 SR 419
Longwood, FL 32750

With a copy to:

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

Copy to ENGINEER:

Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc.
3922 Coconut Palm Drive, Suite 102

Tampa, FL 33619

For CONTRACTOR:

Stearns, Conrad and Schmidt Consulting (SCS) Engineers, Inc.
3922 Coconut Palm Drive, Suite 102
Tampa, FL 33619

Section 14. 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 which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR 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 15. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to the maintenance of traffic requirements of the Contract Documents will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving

rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. 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 or provide the materials required under this Agreement.

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

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

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

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. 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 20. 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 21. 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 22. Employee Status. Persons employed by CONTRACTOR 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 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. 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 25. 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 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must 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 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 CONTRACTOR.

Section 27. 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 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the American with Disabilities Act Affidavit attached to this

Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. **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 F, to COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

_____

_____ By:_____
Witness Seth Nunes, Manager

_____
Signature Date:_____

_____
Witness

_____
Signature

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

_____ By:_____

Witness

_____

Print Name

Date:_____

_____

Witness

_____

Print Name

For the use and reliance of
Seminole County

Approved as to form and
legal sufficiency.

_____

County Attorney

Attachments:

Exhibit A – Scope of Services
Exhibit B – Bid Form
Exhibit C – Trench Safety Act
Exhibit D – American with Disabilities Act Affidavit
Exhibit E – Construction Forms
Exhibit F – Affidavit of E-Verify Requirements Compliance

SECTION 01 10 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK for this CONTRACT consists of the expansion of the existing landfill gas collection and control system (GCCS) in Phase III Area at the Osceola Road Landfill (LANDFILL) located in Seminole County (COUNTY) referred to as the 2025 Stage I Phase III Area GCCS Expansion (PROJECT). The WORK to be performed by the CONTRACTOR consists of, but is not limited to, furnishing all labor, materials, equipment, tools, transportation, incidentals and operations, and performing all WORK necessary to complete the PROJECT in accordance with the CONTRACT DRAWINGS and SPECIFICATIONS.

B. The WORK for the PROJECT includes, but is not limited to,

1. Construction staking/system layout/surveying prior to construction.
2. Installing below grade HDPE LFG lateral pipe. Pipe appurtenances also to be installed include, but are not limited to, fittings, isolation valves, connections, liquid conveyance cleanouts, and monitoring ports.
3. Installing below grade HDPE air supply lines, liquid conveyance lines, airline isolation and blowoff valves, and liquid conveyance isolation valves.
4. Tie-ins to existing system. Tie-ins include, but are not limited to, laterals, air supply lines, liquid conveyance lines, and HDPE manholes.
5. Gas well installation, redrills, and abandonments in Phases II and III as shown in the drawings.
6. Relocating and installing gas wellheads, including fittings, valves, tubing, hoses, clamps, valves, regulators and filters, and related appurtenances.
7. Contractor is responsible for procurement and cost of clean soil backfill.
8. Grading and restoring site conditions for seeding and sodding to be installed in the future
9. Installing air supply line and liquid conveyance line stub-ups and fittings at wells to receive dewatering pumps in the future.
10. Repairing access road in areas impacted by construction activities.
11. Conformance surveying.
12. Providing as-built documentation (record drawings).

1.02 WORK BY OTHERS

A. WORK may be conducted at the PROJECT site by other contractors during the performance of the WORK under this CONTRACT. The CONTRACTOR shall conduct its operations to minimize interference of other contractors and shall cooperate fully with such contractors and the PROJECT representatives to provide continued safe access to perform their respective contracts and normal landfill operations.

1.03 CONTRACTOR USE OF PREMISES

A. Limit use of premises for work, storage, and access to allow work by other contractors, COUNTY occupancy, and normal landfill operations.

B. Work Days: Allowable work times shall be Monday through Saturday from 7:30 a.m. to 5:30 p.m., excluding Sundays and County observed Holidays. CONTRACTOR shall request in writing to the COUNTY 48 hours notice prior to Sunday or County observed Holiday work, and work shall be limited to 8 hours maximum on such days, if approved by the COUNTY. Hours outside the work times prescribed above shall be permitted only as described in the General Conditions.

C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.

D. Smoking: Smoking is prohibited at the Landfill.

E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY and in accordance with Section 02 41 16, Refuse Handling, Storage, and Disposal.

F. CONTRACTOR shall coordinate with the COUNTY for available area to locate CONTRACTOR's trailer. Non-potable water, septic tank, and electrical services are already available. If using the electrical service, the CONTRACTOR is responsible for coordinating with the electric company for any connections and pay for electrical services at no additional cost to the COUNTY. Refer to Section 01 50 10, Temporary Utilities.

1.04 WORK HOURS

A. Regular working hours are defined as up to 10 hours per day, Monday through Saturday, beginning no earlier than 7:30 a.m. and ending no later than 5:30 p.m., excluding Sundays and Client observed Holidays.

B. Construction Quality Assurance (CQA) shall be the responsibility of the COUNTY and CQA Consultant who will act as the Client's representative. The CQA Consultant is a party independent of the Contractor and is responsible for field-testing, observing, and documenting activities related to the construction and/or permit documents and the CQA Plan. The CQA Consultant will provide a full-time Construction Quality Assurance Representative (CQAR) who will observe construction activities.

C. Periodic unscheduled WORK hours on weekdays will be permitted provided that 48 hours notice is provided to the COUNTY. Maintenance and cleanup may be performed during hours other than regular working hours.

D. At the COUNTY'S option, unscheduled WORK costs may either be deducted from the CONTRACTOR'S monthly payment request or deducted from the CONTRACTOR'S retainage prior to release of final payment.

1.05 COUNTY OCCUPANCY AND LANDFILL OPERATIONS

A. The CONTRACTOR shall cooperate with the COUNTY during construction operations to minimize conflicts with COUNTY work and facilitate COUNTY usage. The CONTRACTOR shall perform the WORK so as not to interfere with the COUNTY'S operations, maintenance, environmental monitoring, and other COUNTY activities at the site.

1.06 SITE CONDITIONS

A. Existing Grades: The existing grades may vary from those indicated on the Plans due to landfill settlement and ongoing filling operations.

B. Existing Features: The Contract Documents require the Contractor to field verify the location of existing features. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, stormwater terraces and swales, leachate collection system cleanouts, sumps, pump stations, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, monitoring wells and piezometers, fences, and buildings.

C. Preconstruction Survey - The Contract Documents require the Contractor to prepare a preconstruction survey prior to beginning work. Refer to Section 015000 Site Conditions Surveys for requirements.

1.07 REFERENCE STANDARDS

A. Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest effective standard, code, specification, or standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

1.08 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

A. The intent of the Specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the Drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both.

B. Should Drawings disagree in themselves or with the Specifications the better quality or greater quantity of work or materials shall be estimated upon and shall be provided.

PART 2 – PRODUCTS

This Section is Not Applicable

PART 3 – EXECUTION

This Section is Not Applicable

END OF SECTION

A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.

B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.

C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing Affidavit of Non-Coercion for Labor and Services and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

PRICE TABLES

BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobilization (Maximum of 5% of Total Bid Price)	1	LS	$54,500.00	$54,500.00
2	Project Survey (Maximum of 2% Total Bid Price)	1	LS	$21,500.00	$21,500.00
3	Drilling Rig Platform	18	EA	$900.00	$16,200.00
4	36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing	2,230	VF	$133.00	$296,590.00
5	Boring Refusal	223	LF	$20.00	$4,460.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Well Abandonment and Wellhead Relocation	25	EA	$1,500.00	$37,500.00
7	4-inch Liquid Conveyance Valve Fittings	52	EA	$1,150.00	$59,800.00
8	2-inch Air Supply Line Valve Fittings	50	EA	$950.00	$47,500.00
9	6-inch HDPE SDR 17 Pipe in LFG Lateral Trench (Common Trench)	1,190	LF	$49.00	$58,310.00
10	6-inch HDPE SDR 17 Pipe in LFG Lateral Trench (Separate Trench)	110	LF	$49.00	$5,390.00
11	4-inch HDPE SDR 11 Liquid Conveyance Line (Common Trench)	9,380	LF	$8.50	$79,730.00
12	4-inch HDPE SDR 11 Liquid Conveyance Line (Separate Trench)	3,640	LF	$39.00	$141,960.00
13	2-inch HDPE SDR 9 Air Supply Line (Common Trench)	9,200	LF	$5.75	$52,900.00
14	2-inch HDPE SDR 9 Air Supply Line (Separate Trench)	3,220	LF	$29.00	$93,380.00
15	18-inch Header Isolation Valve	1	EA	$22,100.00	$22,100.00
16	18-inch Header Isolation Valve Abandonment	1	EA	$4,460.00	$4,460.00
17	4-inch Liquid Conveyance Isolation Valve	7	EA	$2,700.00	$18,900.00
18	4-inch Liquid Conveyance Line Air Release Valve	1	EA	$4,200.00	$4,200.00
19	2- inch Air Supply Line Isolation Valve	4	EA	$3,110.00	$12,440.00
20	2- inch Air Supply Line Isolation Valve Abandonment	4	EA	$1,050.00	$4,200.00
21	Air Supply Line Abandonment	4	EA	$1,000.00	$4,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	2- inch CMP Casing for Road Crossing	90	LF	$125.00	$11,250.00
23	Dual 4-inch Liquid Conveyance Line Cleanout	6	EA	$3,925.00	$23,550.00
24	Single 4-inch Liquid Conveyance Line Cleanout	2	EA	$2,900.00	$5,800.00
25	Existing Air Supply Tie-In	3	EA	$2,150.00	$6,450.00
26	HDPE Manhole Tie-In	2	EA	$4,150.00	$8,300.00
27	Existing Liquid Conveyance Tie- In	1	LS	$4,430.00	$4,430.00
TOTAL					**$1,099,800.00**

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Benching	LF	9,000	$15.00	$135,000.00

TOTAL $ 135,000.00

Seth Nunes
Representative Name

Integrity Environmental Solutions, LLC
Bidder Name

Representative Signature

May 5, 2025
Date

EXHIBIT D

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: Integrity Environmental Solutions, LLC

Signature: _____

Printed Name: Seth Nunes

Title: President

Date: May 7, 2025

Affix Corporate Seal (if applicable)

STATE OF North Carolina

COUNTY OF Union County

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 7th day of May, 2025, by Dennis DiSanto.

(name of person making statement)

_____

Signature of Notary Public

Dennis DiSanto

Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: N/A

00310 – ADA Affidavit (Rev 06/2021)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment C-01
Continuation Sheet for Application for Payment C-01 (2)
Change Order Form C-02
Shop Drawing Submittals C-03
Authorized Field Change (AFC) C-04
Certificate of Substantial Completion C-05
Certificate of Final Completion C-06
Contractor's Release C-07
Contractor's Waiver of Lien (Partial) C-08
Subcontractor's Waiver of Lien (Partial) C-09
Contractor's Waiver of Lien (Final and Complete) C-10
Subcontractor's Waiver and Release of Lien (Final) C-11
Consent of Surety to Final Payment C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

1. ORIGINAL CONTACT SUM ……. $ _____
2. NET CHANGE BY CHANGE ORDER ……. $ _____
3. CONTACT SUM TO DATE *(Line 1 & Line 2)* ……. $ _____
4. TOTAL COMPLETED AND STORED TO DATE…….. $ _____
5. RETAINAGE:
   - *(a)* _____ *% of Completed Work* …… *$* _____
   - *(b)* _____ *% of Stored Material* …… *$* _____
   - *Total Retainage (Lines 5a + 5b, or Total in Column 1)* ……... *$* _____
6. TOTAL EARNED LESS RETAINAGE ……. $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ……. $ _____
   (Line 6 from Prior Payment Application)
8. CURRENT PAYMENT DUE……. $ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE *(Line 3 minus Line 6)*……. $ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ DATE: _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20___, by _____.(name of person making statement)

_____ _____
Signature of Notary Public – State of Florida Print/Type/Stamp Commissioned Name of Notary Public

____ Personally Known OR _____ Produced Identification Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____ Date: _____

Project Manager: _____ Date: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

A	B			C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE (original base bid value)	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS										

EXHIBIT E

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: $ _____

Amount prior to this Change Order, if different: $ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change $ _____

Revised Contract / Work Order Amount including this Change Order: $ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____ does or _____ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	**Architect / Engineer of Record:**	**Contractor:**
Name:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Sign:	_____	_____	_____
Date:	_____	_____	_____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

EXHIBIT E

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____ Submittal #: _____

ENGINEER OF RECORD:

_____

_____

_____

CONTRACTOR:

_____

_____

_____

Attention: _____
Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____ Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	**_____ OF _____**
Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes ____ attachments:	_____ **ARCHITECT/ENGINEER** **By: _____** **Date: _____**
Receipt of this AFC: **Acknowledged By:**	_____ **CONTRACTOR** **By: _____** **Date: _____**

Seminole County Board of County Commissioners

CERTIFICATE OF SUBSTANTIAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

_____
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

_____
Print Name

_____
Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

_____
Print Name

_____
Signature

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

_____
Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

_____
Print Name

_____
Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

_____

_____
Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.:_____

BEFORE ME, the undersigned authority in said County and State, appeared _____ _____ (Name of Affiant) who, being duly sworn and personally know to me, deposes and says that he/she is _____ (Title of Affiant) of _____ _____ (Full Legal Company Name), a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on _____ _____ (Agreement Title), located in Seminole County, Florida, dated the _____ day of _____, 20___, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement.

Affiant further says that the final estimate in the amount of $ _____ which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of $ _____ will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

_____
Affiant

State of Florida
County of _____

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

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

EXHIBIT "__"

PRIME CONTRACTOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No:_____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number:_____

Address of Payment Bond Surety: _____

STATE OF FLORIDA
COUNTY OF:_____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____(Full Legal Name of Prime Contractor) under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the progress payment in the amount of $_____, hereby waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project through _____(Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20____.

_____ _____
Signature of Prime Contractor's Representative Title

STATE OF FLORIDA
COUNTY OF:_____

The Foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this day of _____, 20____ , by_____as _____ for _____ .

_____
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

EXHIBIT "__"

SUB-CONTRACTOR'S / VENDOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY, PRIME CONTRACTOR, AND PAYMENT BOND SURETY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No:_____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number:_____

Address of Payment Bond Surety: _____

STATE OF FLORIDA
COUNTY OF:_____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____(Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the progress payment in the amount of $_____, hereby waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project through _____(Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20____.

_____ _____
Signature of Subcontractor's/Vendor's Representative Title

STATE OF FLORIDA
COUNTY OF:_____

The Foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this day of _____, 20____ , by_____as _____ for _____ .

_____
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

EXHIBIT "__"

PRIME CONTRACTOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No:_____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number:_____

Address of Payment Bond Surety: _____

STATE OF FLORIDA
COUNTY OF:_____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____(Full Legal Name of Prime Contractor) to the above contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Final Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the final payment in the amount of $_____, hereby finally waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20____.

_____ _____
Signature of Prime Contractor's Representative Title

STATE OF FLORIDA
COUNTY OF:_____

The Foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this day of _____, 20____ , by_____as _____ for _____ .

_____
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

EXHIBIT "__"

SUB-CONTRACTOR'S / VENDOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY AND PAYMENT BOND SURETY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No:_____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number:_____

Address of Payment Bond Surety: _____

STATE OF FLORIDA
COUNTY OF:_____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____(Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the final payment in the amount of $_____, hereby finally waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20____.

_____ _____
Signature of Subcontractor's/Vendor's Representative Title

STATE OF FLORIDA
COUNTY OF:_____

The Foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this day of _____, 20____ , by_____as _____ for _____ .

_____
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.:_____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ _____ Dollars ($_____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ___.

_____
Signature – Surety's Representative

_____
Signature – Attorney-in-Fact
*Power of Attorney must be attached if signed by Attorney-in-Fact

_____
Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

_____
Printed/Typed/Stamped Commissioned Name of Notary Public

_____
Title or Rank

_____
Serial Number (if any)

EXHIBIT F

Agreement Name: Osceola Road Landfill 2025 State 1 Area GasCollection and Control System (GCCS)

Agreement Number: CC-6517-25

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 CC-6517-25 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of May, 20 25.

Integrity Environmental Solutions, LLC
Consultant Name

By: _____
Print/Type Name: Seth Nunes
Title: President

STATE OF Georgia

COUNTY OF Fannin

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 7th day of May, 20 25, by Dennis DiSanto (Full Name of Affiant).

DENNIS DISANTO MY COMMISSION EXPIRES 05/15/2027 NOTARY PUBLIC FANNIN COUNTY, GEORGIA

_____
Print/Type Name Dennis DiSanto
Notary Public in and for the County
and State Aforementioned
My commission expires: 5/15/2027

E-Verify Affidavit
Revised 5/19/2021

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

File Number: 2025-652

Title:

Approve the Unilateral Termination of Greenman Pederson, Inc. (GPI) of Babylon, NY, under PS-4310-22/GCM - Engineering Services for Seminole Wekiva Trail Tunnels at SR 434 and SR 436 and authorize the Purchasing and Contracts Division to execute the Unilateral Termination. Countywide **(Stephen Koontz, Deputy Resource Management Director**) Requesting Department - Public Works

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Michael Guild/407-665-7122

Background:

PS-4310-22/GCM provides engineering services for the design of two (2) multi-use recreational trail tunnels along Wekiva Trail, including drainage, utility adjustments, permitting, signing, and pavement and marking plans, identification of right-of-way needs, Maintenance of traffic, plans, existing right-of-way, survey suitable for the identification of existing right-of-way and easements (including title search and legal description), and all required permitting.

The project was placed on a temporary hold during the design process as a list of challenges and possible solutions for the tunnels was created. Insurmountable design and progress challenges lead to stopping the project as of August 15, 2024 except for the efforts in closeout presentation development and cost estimating for presentation support.

On February 12, 2025, the County notified GPI to initiate the process for closing the project in the current state. GPI has transferred all files in the current state to the County and has been compensated for all completed work and submitted invoices to date. This contract is recommended to be terminated unilaterally for convenience.

Requested Action:

Staff requests the Board approve the Unilateral Termination for Convenience of Greenman Pederson, Inc. (GPI) of Babylon, NY - Engineering Services for Seminole Wekiva Trail Tunnels at SR 434 and SR 436 (PS-4310-22/GCM) and authorize the Purchasing and Contracts Division to execute the Unilateral Termination.

UNILATERAL TERMINATION FOR CONVENIENCE OF AGREEMENT (PS-4310-22/GSM)

NOTICE IS HEREBY GIVEN this _____ day of _____, 2025, that **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 ("COUNTY") hereby unilaterally terminates for convenience the Agreement described below with **GREENMAN-PEDERSEN, INC.**, a foreign profit corporation, whose address is 325 W. Main Street, Babylon, New York 11702, ("CONSULTANT"), and COUNTY states,

W I T N E S S E T H:

WHEREAS, on October 21, 2022, the parties entered into an Agreement for Engineering Services for Seminole Wekiva Trail Tunnels, Contract No. PS-4310-22/GCM (in this Termination of Agreement referred to as the "Agreement"); and

WHEREAS, COUNTY has determined it is in its best interest to terminate the Agreement; and

WHEREAS, the CONSULTANT has been compensated for all services performed through the date of termination and the COUNTY does not owe CONSULTANT any further compensation under the Agreement.

NOW, THEREFORE,

1. The foregoing recitals are true and correct and constitute COUNTY's support for this Unilateral Termination for Convenience.

2. COUNTY hereby unilaterally terminates the Contract for convenience effective July 29, 2025.

3. CONSULTANT is directed to close all of CONSULTANT's files for COUNTY and return all records of CONSULTANT's activity to COUNTY, including 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, within thirty (30) days of the date of this Unilateral Termination.

IN WITNESS WHEREOF, the undersigned has made executed this Unilateral Termination for Convenience for the purposes stated above.

SEMINOLE COUNTY

_____
Witness

_____
Print Name

By:_____
ROBERT BRADLEY,
Purchasing and Contracts 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

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

File Number: 2025-665

Title:

Approve and authorize the Chairman to execute the Second Amendment to Wilshire Plaza, Phase II Lease which extends the lease for a term of three (3) years through September 30, 2028. The annual rent will increase by $5,250, bringing the total annual rent to $48,000. District4 - Lockhart **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

On September 24, 2019, the Board of County Commissioners approved the Wilshire Plaza, Phase II Lease with Crystal Bay Club, LLC for 3,000 square feet of office space, for the Clerk of Court, located at 336 Wilshire Boulevard, Casselberry, FL 32707. The lease became effective on October 1, 2019, for a term of two (2) years with an option to renew for two (2) successive periods of two (2) years each. First Renewal renewed the lease for the term of two (2) years from October 1, 2021 through September 30, 2023 with one (1) remaining renewal option of two (2) years. First Amendment and Final Renewal renewed the lease for the final two (2) year term from October 1, 2023 to September 30, 2025.

The proposed Second Amendment extends the lease for three (3) years with no renewal options. The lease will go into effect on October 1, 2025. Starting October 1, 2025, the monthly rent is set to increase to $4,000 or $48,000 per year. Section 8 of the agreement is amended to clarify the responsibility of replacement of the HVAC units. County may terminate this lease with a ninety (90) days' written notice to the Landlord.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Second Amendment to Wilshire Plaza, Phase II Lease.

SECOND AMENDMENT TO WILSHIRE PLAZA,
PHASE II LEASE

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2025 and is to that certain Lease made and entered into on the 24th day of September, 2019, as renewed on June 22, 2021 and amended on August 22, 2023, by and between **GEN CASSEL, LLC**, a Florida limited liability company, whose address is 2150 SW 10th Street, Suite B, Deerfield Beach, Florida 33442, in this Second Amendment referred to as "LANDLORD", and **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD's predecessor in interest, CRYSTAL BAY CLUB, LLC, and TENANT entered into the above referenced Lease Agreement on September 24, 2019, for lease of certain property located at 336 Wilshire Boulevard, Casselberry, Florida 32707 ("Leased Premises"); and

WHEREAS, the Lease Agreement, dated September 24, 2019, provided for an initial two-year original term commencing October 1, 2019, through September 30, 2021, with two (2) renewal periods each consisting of a two year term; and

WHEREAS, the Lease Agreement, as previously amended and renewed, is currently set to expire on September 30, 2025; and

WHEREAS, Section 27 of the Lease Agreement provides that any amendments or modifications will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, LANDLORD and TENANT desire to extend the Lease Agreement for a term of three (3) years from October 1, 2025 to September 30, 2028; and

WHEREAS, LANDLORD and TENANT desire to revise Sections 8 and 33 of the Lease Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Lease, the parties agree to amend and extend the Lease 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 Lease is hereby extended for an additional three (3) year term commencing October 1, 2025, through September 30, 2028.

3. Pursuant to Section 3 of the Lease Agreement, the parties acknowledge that the required payment for the Lease will be as follows:

Year 1 - October 1, 2025 – September 30, 2026, $4,000.00/month, $48,000.00 /year
Year 2 – October 1, 2026 – September 30, 2027, $4,200.00/month, $50,400.00/year
Year 3 – October 1, 2027 – September 30, 2028, $4,410.00/month, $52,920.00/year

4. Section 8 of the Lease Agreement is amended to read as follows:

Section 8. Maintenance.

(a) TENANT, at its sole expense, shall maintain and make all repairs to the Interior of the Leased Premises and all improvements located in them that are necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to: wall and floor surfaces; electrical, plumbing, heating and air conditioning (HVAC) Units 3, 5, and 6, and ventilation equipment and fixtures, doors, windows, plate glass, and drains. Landlord is responsible for replacement of the HVAC system if it becomes beyond repairable condition, except that Tenant is responsible for any replacement of the HVAC system caused by Tenant's negligence or misuse of the HVAC

system, including, but not limited to, the failure of Tenant to replace filters at regular intervals or otherwise maintain the HVAC system as set forth in this Lease.

(b) LANDLORD is responsible for maintaining the roof and exterior, excluding all plate glass, of the Leased Premises, except those repairs caused by TENANT's negligence or misuse of the Leased Premises. LANDLORD is responsible for management and maintenance of the common areas of the Leased Premises and for management, repairs, maintenance and replacement of the HVAC Unit 4 and any damages to TENANT, TENANT's property, or the Leased Premises caused by the HVAC Unit 4. TENANT shall use reasonable efforts to report any such damages from HVAC Unit 4 to LANDLORD by 5:00 p.m. of the next business day following the occurrence of such damages.

5. Section 33 of the Lease Agreement is amended to read as follows:

Section 33. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For LANDLORD:

Gen Cassel, LLC
2150 SW 10th Street, Suite B
Deerfield Beach, Florida 33442

For TENANT:

Office of Real Estate
Contracts and Leasing Coordinator
1101 E. First Street, Room 3140
Sanford, FL 32771-1468

6. Except as provided in this Second Amendment, all terms and conditions of the Lease shall remain in full force and effect for the full term of the Lease Agreement.

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

GEN CASSEL LLC
a Florida Limited Liability Company

By: Unified Property Management, LLC
a Florida Limited Liability Company
its Managing Member

By: _____

Print Name: Aaron Goldberg

Title: Authorized Signatory

Date: 6/30/2025

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance
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

AFL/sfa
06/27/2025
T:\Users\alanius\Leases\11550\Wilshire Clerk of Court Second Amendment & Renewal rev1.docx

Seminole County Renewal

Final Audit Report 2025-06-30

Created:	2025-06-30
By:	Tahira Myers (tahira@genevagp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMYG9mfluWFtpn7Hpd1PkNz2dQbif8Oat

"Seminole County Renewal" History

Document created by Tahira Myers (tahira@genevagp.com)
2025-06-30 - 4:51:18 PM GMT- IP address: 99.59.228.89

Document emailed to aaron@genevagp.com for signature
2025-06-30 - 4:51:22 PM GMT

Email viewed by aaron@genevagp.com
2025-06-30 - 6:56:03 PM GMT- IP address: 99.59.228.89

Signer aaron@genevagp.com entered name at signing as Aaron Goldberg
2025-06-30 - 7:00:09 PM GMT- IP address: 99.59.228.89

Document e-signed by Aaron Goldberg (aaron@genevagp.com)
Signature Date: 2025-06-30 - 7:00:11 PM GMT - Time Source: server- IP address: 99.59.228.89

Agreement completed.
2025-06-30 - 7:00:11 PM GMT

FIRST AMENDMENT AND FINAL RENEWAL
TO WILSHIRE PLAZA, PHASE II LEASE

THIS FIRST AMENDMENT AND FINAL RENEWAL TO LEASE is to that Lease dated on the 24th day of September, 2019, by and between **GEN CASSEL, LLC**, a Florida limited liability company, whose address is 2150 SW 10th Street, Suite B, Deerfield Beach, Florida 33442, in the First Amendment and Final Renewal referred to as "LANDLORD", and **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment and Final Renewal referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD's predecessor in interest, CRYSTAL BAY CLUB, LLC, and TENANT entered into the above referenced Lease on September 24, 2019, for lease of certain property located at 336 Wilshire Boulevard, Casselberry, Florida 32707 ("Leased Premises"); and

WHEREAS, the lease dated September 24, 2019, provides for a two-year original term commencing October 1, 2019 through September 30, 2021, and two additional renewal periods each consisting of a two-year term; and

WHEREAS, the parties renewed the Lease on June 22, 2021, for a two-year renewal term starting October 1, 2021 and ending on September 30, 2023; and

WHEREAS, on June 21, 2023, GEN CASSEL LLC, a Florida limited liability company, whose address is 2150 SW 10th Street, Suite B, Deerfield Beach, Florida 33442, purchased the property located at 336 Wilshire Blvd, Florida 32707 from CRYSTAL BAY CLUB, LLC; and

WHEREAS, on June 21, 2023, CRYSTAL BAY CLUB, LLC assigned the Lease to GEN CASSEL LLC; and

WHEREAS, effective June 21, 2023, GEN CASSEL LLC is the LANDLORD under the Lease and the Lease should be amended to reflect this change; and

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 08/22/2023 14:16:41 -04:00
eCertified Id: 01CE-16H3-BC4V
Page 1 of 3

WHEREAS, LANDLORD and TENANT desire to renew the Lease to enable both parties to enjoy the mutual benefits it provides,

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

1. The foregoing recitals are true and correct and form a material part of this First Amendment and Final Renewal upon which the parties have relied.

2. The Lease is hereby renewed for the final term of two (2) years from October 1, 2023 through September 30, 2025, unless terminated sooner as provided for in the Lease.

3. Pursuant to Section 3 of the Lease, the parties acknowledge that the rental for the payment for the Lease term commencing October 1, 2023, and ending on September 30, 2025, for the Leased Premises will be at the rate of $13.83 per square foot or a monthly rate of THREE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND 50/100 ($3,457.50), payable on or before the 10th day of each calendar month, subject to future annual adjustment as provided in the Lease.

4. All references in the Lease to CRYSTAL BAY CLUB, LLC, are deleted and replaced with GEN CASSEL, LLC, which is the LANDLORD under the Lease for all purposes, all effective retroactively to June 21, 2023.

5. Except as provided in this First Amendment and Final Renewal, all terms and conditions of the Lease remain in full force and effect for the terms of the Lease.

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

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 08/22/2023 14:16:41 -04:00
eCertified Id: 01CE-16H3-BC4V
Page 2 of 3

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

GEN CASSEL LLC
a Florida Limited Liability Company

By: Unified Property Management, LLC
a Florida Limited Liability Company
its Managing Member

By: _____

Print Name: Jarred E Imar

Title: MGR

Date: 7/28/23

ATTEST:

_____
GRANT MALOY
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: _____
AMY LOCKHART, Chairman

Date: 8/22/2023

As authorized for execution by the Board of County Commissioners at its Aug. 22, 2023, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

DGS/sfa
7/14/2023
T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Wilshire Clerk of Court Final Renewal.docx

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 08/22/2023 14:16:41 -04:00
eCertified Id: 01CE-16H3-BC4V
Page 3 of 3

FIRST RENEWAL TO WILSHIRE PLAZA, PHASE II LEASE

THIS FIRST RENEWAL TO LEASE is to that Lease entered into on the 24th day of September, 2019, by and between **CRYSTAL BAY CLUB, LLC**, a Florida limited liability company, whose address is 5601 Windhover Drive, Orlando, Florida 32819, in the Lease referred to as LESSOR, and **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above referenced Lease on September 24, 2019, for lease of certain property located at 336 Wilshire Boulevard, Casselberry, Florida 32707 ("Leased Premises"); and

WHEREAS, the lease dated September 24, 2019, provides for a two year original term commencing October 1, 2019 and two additional renewal periods each consisting of a two-year term; and

WHEREAS, the parties desire to renew the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides,

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

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

2. The Lease is hereby renewed for the term of two (2) years from October 1, 2021 through September 30, 2023, unless terminated sooner as provided for in the Lease.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

3. Pursuant to Section 3 of the Lease, the parties acknowledge that the rental for the payment for the Lease term commencing October 1, 2021 and ending on September 30, 2023, for the Leased Premises will be at the rate of $13.04 per square foot or a monthly rate of THREE THOUSAND TWO HUNDRED SIXTY ($3,260.00), payable on or before the 10th day of each calendar month, subject to annual adjustment beginning October 1, 2022, as provided in the Lease.

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

ATTEST:

CRYSTAL BAY CLUB, LLC
a Florida Limited Liability Company

By: Central Florida Investments, Inc.
a Florida corporation
its Managing Member

By: _____

Print Name: Ken Acevedo

Title: Exec. Dir. of Corp. Ops.

Date: April 1, 2021

[Balance of this page intentionally blank; signature page begins on Page 3.]

ATTEST:

GRANT MALOY
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/iv
03/01/21
Attachment:
T:\Users\Legal Secretary CSB\Public Works\Leases\2021\Crystal Bay Club Wilshire Plaza First Renewal.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
LEE CONSTANTINE, Chairman

Date: 6/22/21

As authorized for execution by the Board of County Commissioners at its June 22, 2021, regular meeting.

WILSHIRE PLAZA, PHASE II LEASE
(For use as Offices for the Clerk of the Court and Comptroller)

THIS LEASE is made and entered by and between **CRYSTAL BAY CLUB, LLC**, a Florida limited liability company, whose address is 5601 Windhover Drive, Orlando, Florida 32819, in this Lease referred to as "LANDLORD," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD is the owner of a certain building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida 32707 (the "Building"); and

WHEREAS, TENANT desires to lease space at 336 Wilshire Boulevard, Casselberry, Florida 32707, for use as offices for the Clerk of the Court and Comptroller for Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of approximately 3,000 square of the Building, which consists of that space more particularly described in the attached Exhibit "A" and is referred to below as the "Leased Premises."

Section 2. Term. The term of this Lease commences October 1, 2019, notwithstanding the date of signature by the parties and runs for a term of two (2) years, unless sooner terminated as provided below. If TENANT is not in default and regardless of whether LANDLORD has notified TENANT of any default, this Lease may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each by TENANT providing

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

notice to LANDLORD not less than ninety (90) days prior to expiration of the current term at the time of the renewal.

Section 3. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of THREE THOUSAND ONE HUNDRED SIXTY-SEVEN AND 50/100 DOLLARS ($3,167.50) for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month.

(b) Commencing on October 1, 2020 and on each Lease anniversary date thereafter while this Lease is in effect, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year, except that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year. It is TENANT's responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to LANDLORD.

Section 4. Condition of Leased Premises. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to its satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

Section 5. Use of Leased Premises, Common Areas, and Parking

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2019), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the limitations of Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD, and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD guarantees to TENANT for the term and any renewal or extension of this Lease to provide and set aside six (6) reserved employee parking spaces for the TENANT's employees or agents. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris. In the event the reserved employee parking spaces fall below that required by TENANT, then TENANT's employees or agents may park in other than designated employee parking areas within Wilshire Plaza.

Section 6. Remodeling Improvements and Alterations. After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes. No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice

of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2019), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7. At LANDLORD's option, LANDLORD and TENANT shall record a short form memorandum of this Lease in the Public Records of Seminole County in which the Building is located, containing the language of this subsection, the name of LANDLORD, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10, Florida Statutes (2019), as this statute may be amended from time to time.

Section 8. Maintenance. TENANT, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located in them that are necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to: wall and floor surfaces; electrical, plumbing, heating and air conditioning (HVAC) Units 3, 5, and 6, and ventilation equipment and fixtures, doors, windows, plate glass, and drains. LANDLORD is responsible for maintaining the roof and exterior, excluding all plate glass, of the Leased Premises, except those repairs caused by TENANT's negligence or misuse of the Leased Premises. LANDLORD is responsible for management and maintenance of the common areas of the Leased Premises and for maintenance of HVAC Unit 4 and any damages to TENANT, TENANT's property, or the Leased Premises caused by HVAC Unit 4. TENANT shall use reasonable efforts to report any such damages from HVAC Unit 4 to LANDLORD by 5:00 p.m. of the next business day following the occurrence of such damages.

Section 9. Utilities.

(a) LANDLORD shall promptly and timely pay for the cost of water, sewer, and garbage collection services provided to the Leased Premises. TENANT shall promptly and timely pay for the

costs of all other utilities and services provided to the Leased Premises, including electric, telephone, Internet, and janitorial services.

(b) LANDLORD has no liability for any loss or damage occasioned by the interruption or failure in the supply of electric, telephone, and janitorial services to the Lease premises for any reason whatsoever. No interruption, termination or cessation of electric, telephone and janitorial services will relieve TENANT of any of its duties and obligations under this Lease, including, without limitation, its obligation to pay all rents when due.

Section 10. Signs. TENANT shall not place, construct, erect, affix, or attach any sign, billboard, or other advertising material to the exterior of the Leased Premises without the prior written consent of LANDLORD as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LANDLORD may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion that the advertising media and proposed sign are not in keeping with LANDLORD's advertising scheme for the property. TENANT shall bear all costs associated with the purchase and installation of approved signage. TENANT shall keep and maintain all signs that it installs. TENANT is responsible for any expense or damage caused in removal of sign at the end of the term or earlier termination of this Lease. Notwithstanding any provision in this Section 10 to the contrary, LANDLORD acknowledges and confirms TENANT's existing signage at the Leased Premises on the Effective Date of this Lease is acceptable to LANDLORD.

Section 11. Indemnification. Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this

Section 11 may not exceed the limits set forth in Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time.

Section 12. Insurance. TENANT shall maintain its own insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the TENANT of the Leased Premises, excepting adjacent sidewalks and alleys. LANDLORD is not liable for any such claims arising out of its ownership of the Leased Premises.

Section 13. Waiver of Subrogation.

(a) TENANT covenants that with respect to any insurance coverage carried by TENANT in connection with the Leased Premises, such insurance must provide for the waiver by the insurance carrier of any subrogation rights against LANDLORD, its agents, servants and employees under TENANT's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

(b) Notwithstanding any other provision of this Lease, LANDLORD will not be liable to TENANT for any loss or damage, whether or not such loss or damage is caused by the negligence of LANDLORD, its agents, servants or employees, to the extent this loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by TENANT containing a waiver of subrogation clause as stated above.

Section 14. Assignment or Subletting.

(a) TENANT shall not assign this Lease or sublet all or any portion of the Leased Premises without the previous written consent of LANDLORD for each assignment or sublease. LANDLORD may grant or withhold consent to any assignment or sublease in its sole discretion. Notwithstanding any assignment or sublease, TENANT shall remain fully liable on this Lease and will not be released from performing any of the terms, covenants, and conditions of this Lease.

This prohibition includes any assignment or sublease that would otherwise occur by operation of law.

(b) LANDLORD may assign this Lease to any successor LANDLORD and TENANT hereby consents to any such assignment. LANDLORD shall notify TENANT of any such assignment in writing no later than ten (10) days after the date of the assignment. LANDLORD has no obligation under this Lease as to any claim arising after the transfer of its interest in the Leased Premises.

Section 15. Subordination and Estoppel Certificates.

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

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

Section 16. Condemnation or Eminent Domain.

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

Section 17. Damages or Destruction.

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds,

shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenantable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenantable, damaged as a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

Section 18. Surrender of Leased Premises.

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD "broom clean" in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 18 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

Section 19. Termination and Default.

(a) Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the

LANDLORD (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination. TENANT's exercise of the right to early termination under this subsection does not constitute an Event of Default as described below.

(b) Any one or more of the following events constitute an "Event of Default" on the part of TENANT under this Lease:

(1) The failure of TENANT to pay any monthly installment of rent or any other sum provided for in this Lease on or before the date due, provided the failure is not cured within fifteen (15) business days of receipt of LANDLORD's written notice of such failure. LANDLORD is not be obligated to provide more than two (2) such notices during any twelve (12) month period.

(2) The failure of TENANT to perform any obligation required under this Lease (other than a default involving the payment of rent or other sum as provided above), which failure is not cured within thirty (30) business days of receipt of written notice of such non-performance by LANDLORD. If such obligation is of such a nature that it could not reasonably be performed within thirty (30) business days, then the thirty (30) day period will be extended for a reasonable period if TENANT institutes performance promptly upon receipt of the notice and thereafter diligently and continuously pursues performance.

(3) Any bankruptcy, assignment for the benefit of creditors, or appointment of receiver on behalf of TENANT, if any such bankruptcy, assignment, or appointment is not dismissed or vacated within thirty (30) business days from the date of commencement .

(c) Upon occurrence of an Event of Default on the part of TENANT under this Lease, LANDLORD may institute legal proceedings against TENANT for any combination of the following:

(1) Collect payment of any sums owed by TENANT under this Lease.

(2) Compel performance of any obligation required to be performed by TENANT under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

(3) Terminate TENANT's right of possession under this Lease and re-take the Leased Premises without terminating the Lease.

(4) Terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies will be non-exclusive in nature.

(d) Upon occurrence of an "Event of Default" on the part of TENANT, LANDLORD may, at its election, exercise one or more of the foregoing remedies, which remedies are not deemed to exclude the exercise of such additional remedies as may be otherwise available at law or in equity.

(e) No re-entry or re-taking of possession of the Leased Premises by LANDLORD may be construed as an election on TENANT's part to terminate TENANT's liability under this Lease, unless a written notice of such intention is given by LANDLORD to TENANT.

(f) LANDLORD's acceptance of payments after an Event of Default on the part of COUNTY has occurred may not be construed as a waiver of the Event of Default by LANDLORD.

(g) Forbearance by LANDLORD to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default or remedy.

(h) Notwithstanding anything set forth in this Lease to the contrary, enforcement by LANDLORD of TENANT's indemnification obligations set forth in this Lease will survive any termination of this Lease.

(i) At LANDLORD's discretion, LANDLORD may re-let the Leased Premises at the risk of TENANT, which for the residue of the term of this Lease and for such further time as this term has been extended, if at all, will remain responsible for the rent and charges in this Lease reserved and will be credited with only the amounts that are actually realized by LANDLORD.

(j) TENANT shall use reasonable efforts to mitigate any damage accruing as a result of a default by TENANT.

(k) Notwithstanding the foregoing, LANDLORD and TENANT hereby waive any right provided by law to seek ex-parte relief by way of confession of judgment.

(l) The following constitutes an "Event of Default" on the part of LANDLORD: If LANDLORD fails to pay any sum or perform any obligation required under this Lease, which failure is not cured within fifteen (15) business days of receipt of TENANT's written notice of such failure. If any such obligation is of such a nature that it could not reasonably be performed within fifteen (15) business days, such fifteen (15) day period will be extended a reasonable period if LANDLORD institutes performance promptly upon receipt of this notice and thereafter diligently and continuously pursues performance. Upon occurrence of an Event of Default on the part of LANDLORD under this Lease, TENANT may institute legal proceedings against LANDLORD, which may include any combination of the following:

(1) Collect payment of any sums owed by LANDLORD under this Lease.

(2) Compel performance of any obligation required to be performed by LANDLORD under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

(3) Terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies are non-exclusive in nature.

Section 20. Attorney's Fees. In the event of a dispute over the terms of this Agreement that results in litigation or of the exercise of any remedy set forth in Section 19 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

Section 21. Inspection. Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

Section 22. Holding Over. In the event TENANT or any other party remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, TENANT will be deemed to be occupying the Leased Premises as a tenant at sufferance at twice the rent last in effect, subject to all the conditions, provisions, and obligations of this Lease insofar as these conditions, provisions, and obligations are applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

Section 23. Nonwaiver. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

Section 25. Severability. If any provision or application of this Lease 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 Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 26. Successors. This Lease and the covenants and conditions contained in this Lease inures to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

Section 27. Entire Agreement. This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

Section 28. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

Section 29. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2019), the following notice is hereby given to the undersigned TENANT.

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, 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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

Section 30. Authority. TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

Section 31. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause

others to violate the provisions of Part III, Chapter 112, Florida Statutes (2019), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2019), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

Section 32. Consent. LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

Section 33. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For LANDLORD:

Carl Bauer, Authorized Representative
Central Florida Investments, Inc.
5601 Windhover Drive
Orlando, Florida 32819

With copy to:

David Lenox, Esq.
Greenspoon Marder, P.A.
201 East Pine Street
Suite 500
Orlando, Florida 32801

For TENANT:

Public Works Department
Fleet and Facilities Management Division
205 West County Home Road
Sanford, Florida 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

Section 34. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

Section 35. Effective Date. The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

[Signature page continues on Page 19.]

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes state above.

ATTEST:

CRYSTAL BAY CLUB, LLC
a Florida Limited Liability Company

By: Central Florida Investments, Inc.
a Florida corporation
its Managing Member

By: Carl A Bauer

Print Name: CARL BAUER

Title: Authorized Representative

Date: 9/9/2019

[Balance of this page intentionally blank; signature page begins on Page 22.]

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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: Brenda Carey
BRENDA CAREY, Chairman

Date: 09-24-2019

For the use and reliance of
Seminole County only.

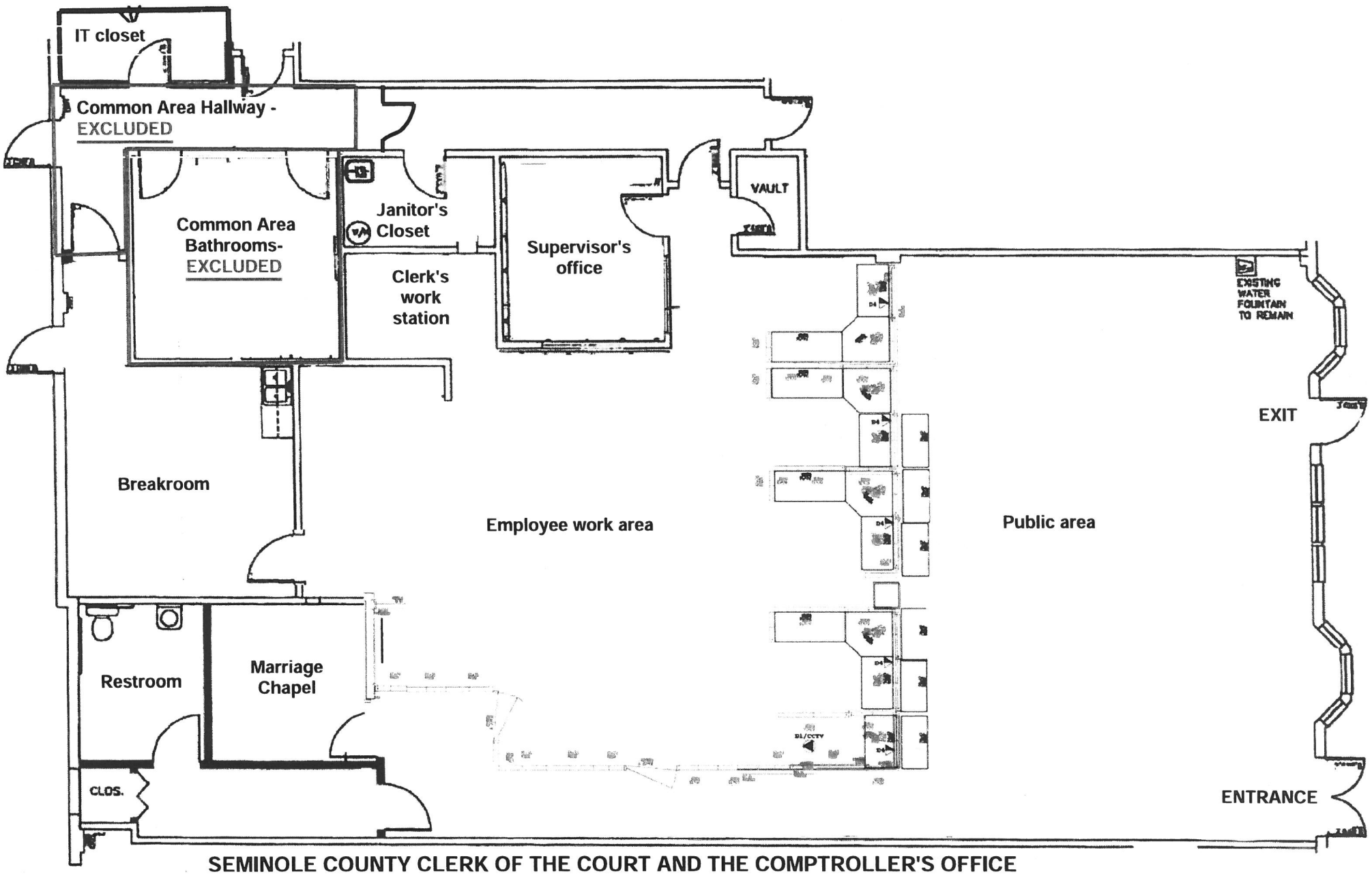
As authorized for execution by the Board of County Commissioners at its September 24, 2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
08/27/19
Attachment:
Exhibit "A"- Floor Plan
T:\Users\dedge\My Documents\Leases\2019\Wilshire Plaza Lease Crystal Bay Club Clerk's office.docx

EXHIBIT "A"



SEMINOLE COUNTY CLERK OF THE COURT AND THE COMPTROLLER'S OFFICE

East Branch - Wilshire Plaza
336 Wilshire Blvd, Casselberry, FL 32707

1002

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-642

Title:

Approve and authorize the Chairman to execute Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65. District1 - Dallari **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fire Department

Division:

Resource Management - Real Estate

Authorized By:

Stephen Koontz, Resource management Director

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

On October 28, 1992, the Board of County Commissioners approved the Agreement with Orange County and University of Central Florida for a lease of the land owned by University of Central Florida. The lease inception date was February 24, 1993 for a thirty (30) year term with the maturity date of February 24, 2023. On February 21, 2023, The Board of County Commissioners approved the First Renewal and Amendment which renewed the agreement for a twenty (20) year term with the maturity date of February 24, 2043. The insurance provision was updated per Risk Management. The Agreement may be renewed for an additional twenty (20) year terms upon mutual agreement of Seminole, Orange and the University of Central Florida. Seminole County and Orange County agreed to construct a fire station for the joint use of the fire station site and classroom facility (now known as the Auxiliary Building) for the use by Orange County, Seminole County, and the University of Central Florida. The facility was completed in 2000 and is currently known as Fire Station 65 located at 4999 North Orion Blvd, Orlando, FL 32816 containing about 7,300 square feet.

The proposed Amended and Restated Ground Lease Agreement amends Section 4 of the agreement, Auxiliary Building, to allow for the building to be repurposed as a

satellite police station used by the University of Central Florida. The University will be responsible for all expenses related to the use of the building. The University further agrees to pay one dollar ($1.00) per year for the use of the building.

The County may terminate the lease at any time upon six (6) months' notice to the other parties.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65 with maturity date of February 24, 2043.

AMENDED AND RESTATED GROUND LEASE AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING FIRE STATION 65

THIS AMENDED AND RESTATED GROUND LEASE 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amended and Restated Ground Lease Agreement referred to as "SEMINOLE," **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor, Orlando, Florida 32801, in this Amended and Restated Ground Lease Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg. 16A, Orlando, Florida 32816, in this Amended and Restated Ground Lease Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, along which is located McCulloch Road; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the ground lease of UNIVERSITY property for the construction of a fire station, now known as Fire Station 65, and an Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "1993 Lease Agreement") for the lease of the property described in Exhibit A to this Amended and Restated Ground Lease Agreement (the "Leased Premises"); and

WHEREAS, SEMINOLE and ORANGE entered the 1993 Lease Agreement based on the need to establish a fire station to serve the area around UNIVERSITY, and UNIVERSITY agreed to make such land available to them; and

WHEREAS, on February 21, 2023, SEMINOLE, ORANGE and UNIVERSITY entered into that certain First Renewal and Amendment to Agreement and Interlocal Agreement Between Seminole County, Orange County, and the University of Central Florida Concerning the Lease of Fire Station 65 ("2023 First Renewal and Amendment").

WHEREAS, the 1993 Lease Agreement, as renewed and amended by the 2023 First Renewal and Amendment, needs to be amended and restated to clarify the original intent of the parties, to reflect the current and future intended use of the Leased Premises, and to enable the parties to continue to enjoy the mutual benefits these instruments provide.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Amended and Restated Ground Lease Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE's respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Amended and Restated Ground Lease Agreement upon which the parties have relied.

Section 2. Term of lease, location. UNIVERSITY shall lease the Leased Premises to SEMINOLE and ORANGE for a term of fifty (50) years commencing on February 24, 1993 and ending on February 23, 2043. This Amended and Restated Ground Lease Agreement is renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. During the term of this Amended and Restated Ground Lease Agreement, any improvements constructed by SEMINOLE and ORANGE on the Leased Premises will be jointly owned by SEMINOLE and ORANGE. Upon termination of this Amended and Restated Ground Lease Agreement and any extensions to it, ownership of the improvements made to the property will revert to UNIVERSITY. These improvements include Fire Station 65 and the Auxiliary Building as discussed below and as depicted on Exhibit B, Building Locations, which is attached to and incorporated by reference in this Amended and Restated Ground Lease Agreement. These improvements do not include any individually or jointly owned personal property of ORANGE and SEMINOLE, including all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property, located in the Leased Premises acquired by or for the account of ORANGE, SEMINOLE, or both, without expense to UNIVERSITY, which can be removed without damage to the Leased Premises (collectively, the "Personal Property"). Such Personal Property is and will remain the property of ORANGE, SEMINOLE, or both, respectively, and, except as otherwise prohibited by this Amended and Restated Ground Lease Agreement, such Personal Property may be removed by ORANGE, SEMINOLE, or both, respectively, at any time during the Term of this Amended and Restated Ground Lease Agreement. If any of the Personal Property of ORANGE, SEMINOLE, or both is removed, the respective party or parties removing such Personal Property shall pay the cost of repairing any damage to the Leased Premises resulting from such removal.

Section 3. Construction of Fire Station. SEMINOLE and ORANGE have funded and constructed Fire Station 65 on the Leased Premises according to the terms of the 1993 Lease Agreement. No changes to the appearance of Fire Station 65 are permitted without the specific approval of UNIVERSITY, which approval UNIVERSITY shall not unreasonably withhold.

Section 4. Auxiliary Building.

(a) ORANGE and SEMINOLE have also funded and constructed an Auxiliary Building on the Leased Premises originally intended to be used as an emergency fire training facility. This building measures approximately nine hundred (900) square feet. SEMINOLE and ORANGE designed and constructed the Auxiliary Building according to the terms of the 1993 Lease Agreement. As provided in Section 4(b) of this Amended and Restated Ground Lease Agreement, UNIVERSITY shall acquire possession of and repurpose this building as a satellite police station. If any expansion of this building is needed to accommodate UNIVERSITY, UNIVERSITY shall pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

(b) Upon the Effective Date of this Amended and Restated Ground Lease Agreement, ORANGE and SEMINOLE shall lease the Auxiliary Building back to UNIVERSITY. UNIVERSITY, at its sole cost and expense, shall repurpose the Auxiliary Building as a satellite police station for UNIVERSITY. UNIVERSITY shall pay annual rent to SEMINOLE and ORANGE in the amount of ONE DOLLAR ($1.00) for the Auxiliary Building. UNIVERSITY will be responsible for all costs of equipment to be used in the satellite police station and will be responsible for the operations and maintenance of the satellite police station from funds allocated for that purpose. SEMINOLE and ORANGE will not be responsible for any costs of operation and maintenance of the satellite police station. Nothing contained in this Section operates to take

precedence over the primary function of Fire Station 65 as an instrument of public safety serving the general public.

Section 5. Access Road, Parking and Off-site Retention. UNIVERSITY has constructed and improved the two western lanes of the access road from McCulloch Road to the University, as provided in the 1993 Lease Agreement. This road will be maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY shall continue to provide adequate retention as required to accommodate Fire Station 65, the Auxiliary Building, and any increased parking and retention requirements for an expanded facility.

Section 6. Consideration. As consideration for the provision of a site to house Fire Station 65, SEMINOLE and ORANGE have previously paid the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS ($204,000.00), which is the cash equivalent of the agreed upon value of the Leased Premises.

Section 7. Interlocal Agreement. SEMINOLE and ORANGE have entered into that Interlocal Joint Fire Station Agreement ("JFSA") on June 9, 1993, which delineates the terms through which Fire Station 65 is operated by SEMINOLE and ORANGE. The JFSA addresses the day-to-day operation of Fire Station 65 that will continue to be a matter solely between ORANGE and SEMINOLE and will not involve UNIVERSITY. Under the JFSA, UNIVERSITY's campus is within the fire protection area served by SEMINOLE and ORANGE.

Section 8. Activities Inconsistent with UNIVERSITY Functions. SEMINOLE and ORANGE agree that there will be no use of Fire Station 65 for purposes that are inconsistent with

the activities for UNIVERSITY or that would unreasonably impinge upon UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged, including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities that are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration in this Amended and Restated Ground Lease Agreement, the scope of activities of a fire station and agrees that such activities will not be deemed a breach of this section.

Section 9. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2024), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

> **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 health department.**

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Amended and Restated Ground Lease Agreement.

Section 10. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Amended and Restated Ground Lease Agreement.

Section 11. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Amended and Restated Ground Lease Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Amended and Restated Ground Lease

Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Amended and Restated Ground Lease Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(d) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a), (b), and (c) above where the negligence of more than one party and their respective servants, agents, employees, or assigns are involved.

(e) Nothing contained in this Amended and Restated Ground Lease 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 SEMINOLE, ORANGE, and UNIVERSITY for claims by third parties beyond the waiver provided for in Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, which

statute is deemed to apply to this Amended and Restated Ground Lease Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise.

(f) The waiver of any provision in this Amended and Restated Ground Lease Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Amended and Restated Ground Lease Agreement.

Section 12. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SEMINOLE or UNIVERSITY's officers and employees either by operation of law or by SEMINOLE or UNIVERSITY. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or UNIVERSITY's officers and employees either by operation of law or by ORANGE or UNIVERSITY. Persons employed by UNIVERSITY in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or SEMINOLE's officers and employees either by operation of law or by ORANGE or SEMINOLE.

Section 13. Notice. Any notice delivered with respect to this Amended and Restated Ground Lease 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) 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 according to this section:

As to SEMINOLE:
Seminole County Services Building
Attn: Leasing Coordinator, Real Estate
1101 E. 1st Street, Room 3140
Sanford, Florida 32771

With copy to:

Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:
Orange County, Florida
Attn: Manager, Real Estate
Management Division
400 East South Street 5th Floor
Orlando, Florida 32801

With copy to:

Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop,
Bldg. 16A
Orlando, FL 32816

With copy to:

Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 14. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Amended and Restated Ground Lease Agreement. The sole jurisdiction and venue for any legal action in connection with this Amended and Restated Ground Lease Agreement will be in the courts of Orange County, Florida.

Section 15. Parties Bound. This Amended and Restated Ground Lease Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 16. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Amended and Restated Ground Lease Agreement with the other parties or that would violate or cause third parties 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.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

parties to be conducted here, and that no such person will have any such interest at any time during the term of this Amended and Restated Ground Lease Agreement.

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

Section 17. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Amended and Restated Ground Lease Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Amended and Restated Ground Lease Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 14 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Amended and Restated Ground Lease Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 18. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Amended and Restated Ground Lease Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Amended and Restated Ground Lease Agreement, including the 1993 Lease Agreement and the 2023 First Renewal and Amendment, but excluding the JFSA interlocal agreement described in Section 7 above, which will continue to be a separate agreement between ORANGE and SEMINOLE only.

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

Section 19. Assignment or Sublease. The instant Amended and Restated Ground Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 20. Severability. If any provision or application of this Amended and Restated Ground Lease 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 Amended and Restated Ground Lease Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Amended and Restated Ground Lease Agreement are declared severable.

Section 21. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Amended and Restated Ground Lease Agreement and that this statute controls over the terms of this Amended and Restated Ground Lease Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Amended and Restated Ground Lease Agreement, for which a non-breaching party may terminate this Amended and Restated Ground Lease Agreement immediately upon written notice to the breaching party.

Section 22. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY shall not discriminate against any employee or applicant for employment for work under this Amended and Restated Ground Lease Agreement because of race, color, religion, sex, age, disability, or national origin. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 23. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Amended and Restated Ground Lease Agreement.

Section 24. Counterparts. This Amended and Restated Ground Lease 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 25. Headings and Captions. All headings and captions contained in this Amended and Restated Ground Lease Agreement are provided for convenience only, do not constitute a part of this Amended and Restated Ground Lease Agreement, and may not be used to define, describe, interpret, or construe any provision of this Amended and Restated Ground Lease Agreement.

Section 26. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 27. WAIVER OF JURY TRIAL. THE PARTIES WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT OR ANY OF ITS PROVISIONS AND ANY

NEGOTIATIONS IN CONNECTION WITH THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT.

Section 28. Effective Date. The Effective Date of this Amended and Restated Ground Lease Agreement will be the date when the last party has properly executed this Amended and Restated Ground Lease Agreement as determined by the date set forth immediately below the respective signatures of the parties.

The balance of this page has been left intentionally blank.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
JAY ZEMBOWER, Chairman

Date:_____

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

_____
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

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name: _____

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

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

Jonathan Varnell

JON VARNELL, Vice President of Administrative Operations

Date: Signed: Sunday, May 18, 2025

Attachment:
Exhibit "A" – Sketch & Description
Exhibit "B" – Building Locations

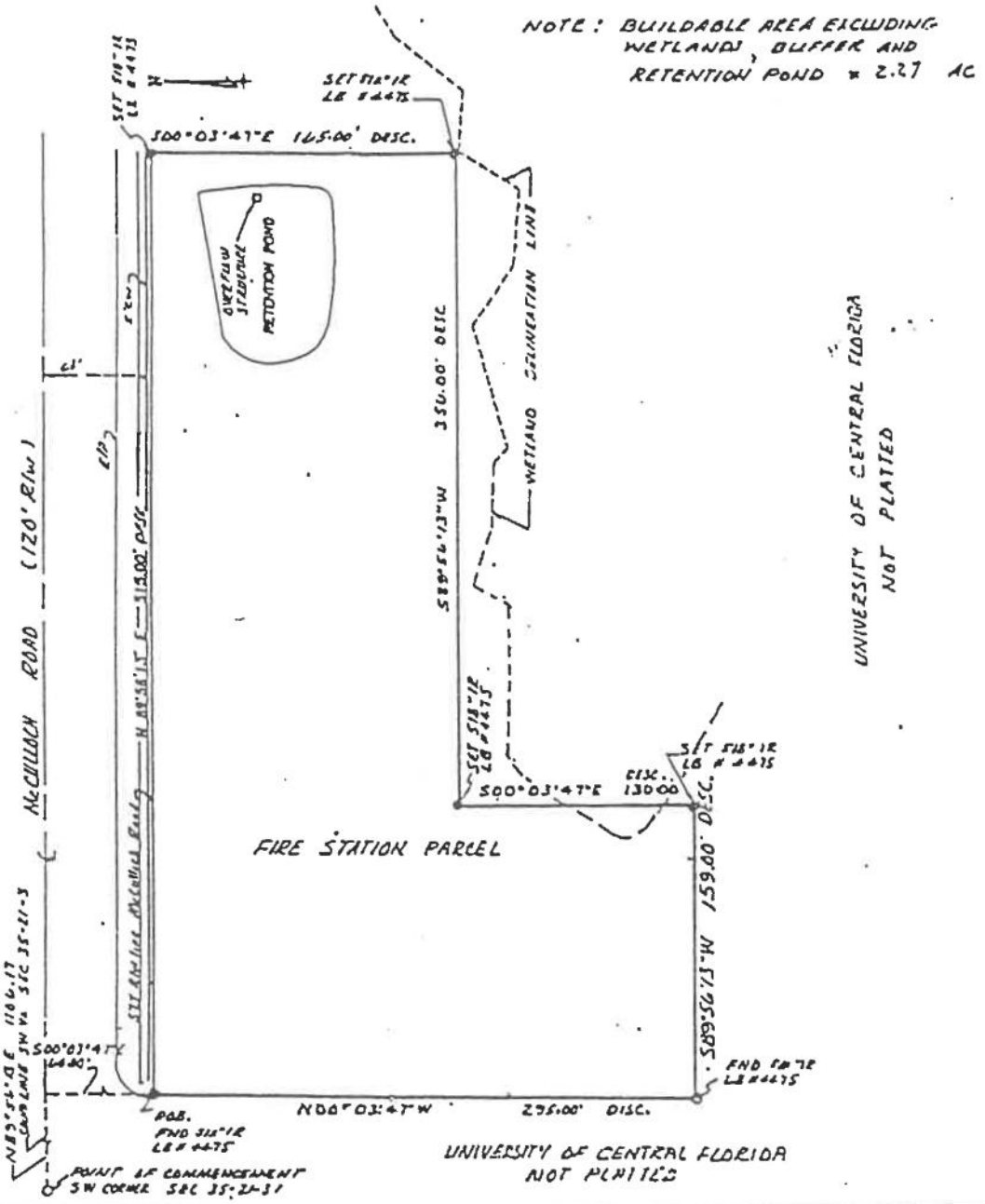
DGS\sfa
03/13/2025
T:\Users\Legal Secretary CSB\Public Works\Leases\2025\Fire Station 65- UCF\2025 Amended and Restated Lease (10.31.24) revised 2.docx

Exhibit "A"

A part of the Northwest 1/ Section 2, Township 22 South, Range 31 East, Orange County, Fl...

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 42, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 356.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 159.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

REVISED WETLAND LINE 10-15-92

DATE: SEPT 10, 1992	THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.	REVISIONS:
SCALE: 1"=80'		REVISED DESCRIPTION 9-14-92
DRAWN BY: RJ	BEARING STRUCTURE BASED ON SOUTH LINE SEC 35-21-31	REVISED DESCRIPTION 9-12-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

Frank A. Raymond

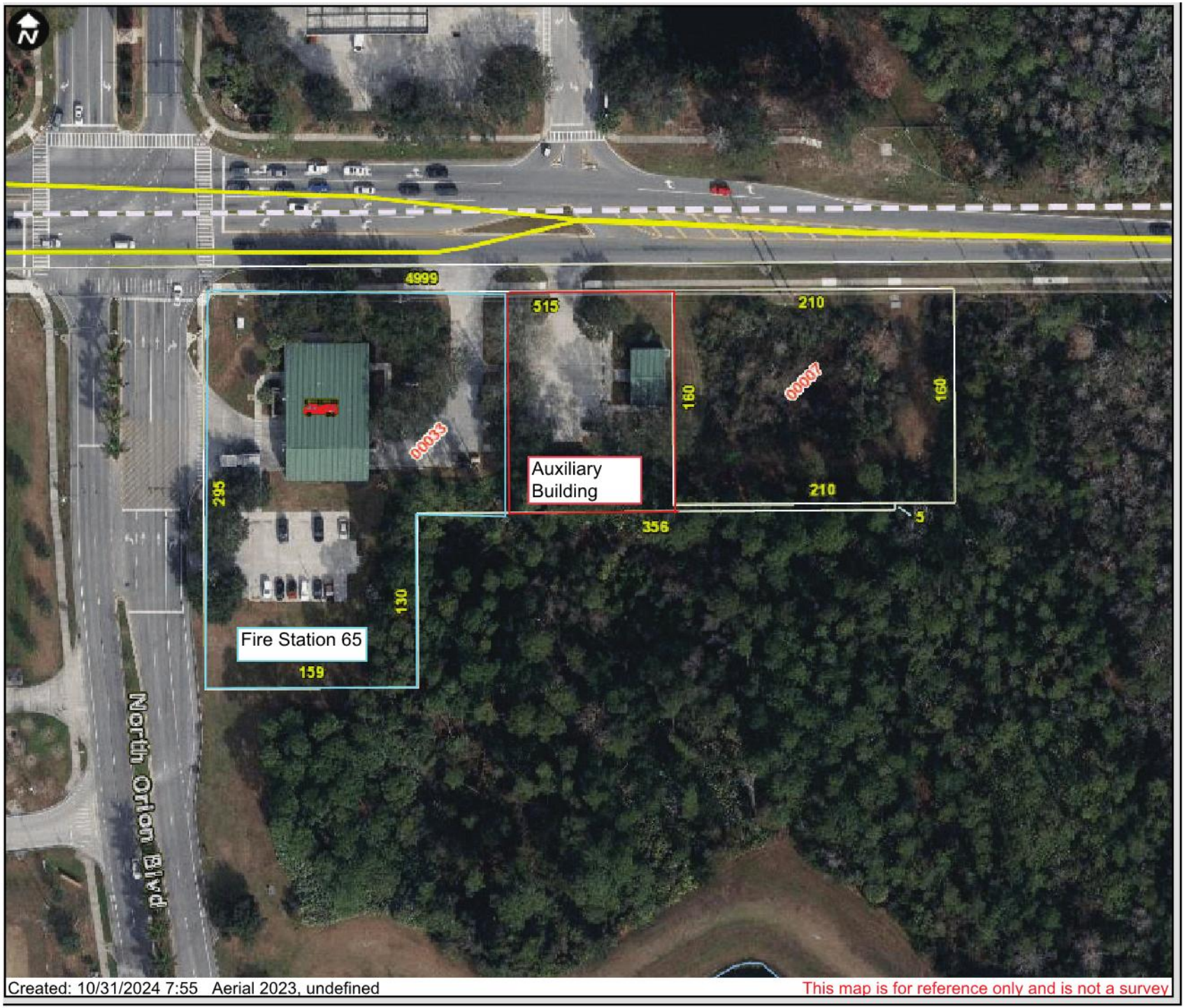
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	ASPHALT	CBR	CONCRETE BLOCK WALL
CLF	CHAIN LINK FENCE	CH	CONCRETE MONUMENT
CONC	CONCRETE	CONS	CONCRETE
CP	CONCRETE PAD	CW	CONCRETE WALKWAY
DE	DRAINAGE EDGE	DN	DRIVEWAY
Δ	CENTRAL ANGLE	EDGE	EASEMENT
E/P	EDGE OF PAVEMENT	FFE	FINISHED FLOOR ELEVATION
FOL	FENCE ON LINE	FND	FOUND
IR	IRON ROD	IP	IRON PIPE
L	CURVE LENGTH	MEAS	MEASURED
MS	METAL SHED	MAS	MAIL & SIDE
PC	POINT OF CURVATURE	PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING	R	RADIUS
R/W	RIGHT OF WAY	TYP	TYPICAL
UE	UTILITY EASEMENT	WF	WOOD FENCE

EXHIBIT B


N
4999
515
210
160
160
210
5
356
295
130
159
00033
00007
Auxiliary Building
Fire Station 65
North Orion Blvd
Created: 10/31/2024 7:55 Aerial 2023, undefined
This map is for reference only and is not a survey

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 21 2023

FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING THE LEASE OF FIRE STATION 65

THIS FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE," **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor Orlando, FL 32801, in this Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg 16A, Orlando, Florida 32816, in this Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the lease of UNIVERSITY property for the construction of a Fire Station and Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "Lease Agreement") for the lease of the property described in Exhibit A to the Lease Agreement (the "Leased Premises"); and

FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING THE LEASE OF FIRE STATION 65

THIS FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE," **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor Orlando, FL 32801, in this Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg 16A, Orlando, Florida 32816, in this Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the lease of UNIVERSITY property for the construction of a Fire Station and Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "Lease Agreement") for the lease of the property described in Exhibit A to the Lease Agreement (the "Leased Premises"); and

WHEREAS, SEMINOLE and ORANGE, but not UNIVERSITY, entered into that certain Interlocal Joint Fire Station Agreement dated June 21, 1993 for the joint use of the UNIVERSITY property for a fire station ("Prior Interlocal"); and

WHEREAS, the Lease Agreement is set to expire February 24, 2023; and

WHEREAS, pursuant to Section 1 of the Lease Agreement, the Agreement is renewable for an additional term of twenty (20) years; and

WHEREAS, SEMINOLE, ORANGE, and UNIVERSITY desire to renew the Lease Agreement for an additional term of twenty (20) years.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE's respective citizens, the parties agree as follows:

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

Section 2. Lease Agreement of Fire Station 65 (the "Lease Agreement").

(a) The Lease Agreement is attached to the instant Agreement as Exhibit "1" and is incorporated by reference.

(b) Pursuant to Section 1 of the Lease Agreement, SEMINOLE, ORANGE, and UNIVERSITY hereby mutually agree to renew the Lease Agreement for an additional twenty (20) years through February 24, 2043.

(c) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that Sections 2, 3, 5, and 6 of the Lease Agreement have been fully performed to the satisfaction of all parties. All other Sections of the Lease Agreement remain in full force and effect except as modified by the instant Agreement.

(d) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that no rent will be paid under the Lease Agreement.

(e) **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2022), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Agreement.

(f) In the event of conflict between the Lease Agreement and the instant Agreement, the instant Agreement will control.

(g) Section 10 of the Lease Agreement is deleted and replaced with Section 5 of the instant Agreement.

Section 3. Interlocal Joint Fire Station Agreement (the "Prior Interlocal"). The Prior Interlocal concerning the day-to-day operation of the fire station will continue to be a matter solely between ORANGE and SEMINOLE and not involving UNIVERSITY.

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

Section 5. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising

out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or

results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(d) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a), (b), and (c) above where the negligence of more than one party and their respective servants, agents, employees, or assigns are involved.

(e) 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 SEMINOLE, ORANGE, and UNIVERSITY beyond the waiver provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(f) The waiver of any provision in this Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 6. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges

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

Section 7. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) 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 according to this section:

As to SEMINOLE:

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

With copies to:
Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:

Orange County, Florida
Attn: Manager, Real Estate Management Division
400 East South Street 5th Floor Orlando, Florida 32801

With copies to:
Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
P.O. Box 1393
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop, Bldg 16A
Orlando, FL 32816

With copy to:
Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 8. 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 Orange County, Florida.

Section 9. Parties Bound. This Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 10. Conflict of Interest.

(a) The parties shall 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 parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other parties to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

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

Section 11. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 8 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such

attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 12. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Agreement and the attached Lease Agreement, which together supersede all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Agreement, except for the Prior Interlocal and any amendments to it between ORANGE and SEMINOLE only.

(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 all parties, except as otherwise specifically provided in this Agreement.

Section 13. Assignment or Sublease. The instant Agreement may not be assigned and the Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 14. 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.

Section 15. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to

comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

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

Section 16. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY 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. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 17. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

Section 18. 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 19. 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 20. Effective Date. The Effective Date of this Agreement will be February 24, 2023.

Section 21. Term. The term of this Agreement begins on the Effective Date and continues as long as the Lease Agreement remains in effect, subject to the termination provisions set forth in Section 13 of the Prior Interlocal as such Prior Interlocal may be amended.

[Balance of this page intentionally blank; signatures on following pages]

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

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: 2/14/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its February 14,
2023, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Byron W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 21 February 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: Jennifer Lara-Klimetz
for Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

[Balance of this page intentionally blank; signatory page continues on Page 14]

ATTEST:

Signature

Print Name

Signature

Print Name

UNIVERSITY OF CENTRAL FLORIDA
OF TRUSTEES

By: _____
JOHNATHAN VARNELL, Vice President
of Facilities & Business Operations

Date 1/27/23

Attachments:
Exhibit 1 – Lease Agreement

DGS/dsk
1/20/2023
T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Interlocal Agreement - Orange Seminole UCF - ILA - Fire Station 65 (v.3) (final).docx

COMMISSIONERS AT THEIR MEETING
OCT 20 1992

PD-30

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 19 92, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE," ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE" and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, whose address is 4000 Central Florida Boulevard, Orlando, Florida 32826, hereinafter referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, which is also known as McCulloch Road; and

WHEREAS, both SEMINOLE and ORANGE desire to establish a fire station to serve this area, and UNIVERSITY agrees to make such land available to them; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this agreement for the benefit of each party and to ensure the efficient and effective provision of fire protection and related services to the area hereinafter defined; and

WHEREAS, this agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between SEMINOLE, ORANGE and UNIVERSITY as follows:

Section 1. Term of lease, location. UNIVERSITY agrees to lease the property identified in Exhibit A to SEMINOLE and ORANGE for an initial term of thirty (30) years commencing on the execution of this Agreement by the parties. This Agreement shall be renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. Subsequent to the additional renewal term, this Agreement may be renewed for additional 30 year terms upon mutual agreement of SEMINOLE, ORANGE, and the Board of Trustees of the Internal Improvement Fund acting for and on behalf of the UNIVERSITY. Upon termination of this Agreement and any extensions thereto, ownership of the improvements made to the property shall revert to UNIVERSITY.

Section 2. Construction of Fire Station. SEMINOLE and ORANGE agree to construct a fire station on the property identified in Exhibit A. Construction shall begin as soon as is practicable after the date of execution of this Agreement. An approximate date of completion shall be agreed upon by the parties upon commencement of construction of the fire station. UNIVERSITY retains the right to review and approve the design of the building which must conform to the design and construction standards of buildings constructed for UNIVERSITY use. The parties agree that there shall be no changes to the appearance of the facility without the specific approval of UNIVERSITY, which approval shall not be unreasonably withheld.

Section 3. Emergency Fire Training Facility. The design criteria to be utilized for the fire station shall include an emergency fire training facility measuring approximately nine hundred (900) square feet. SEMINOLE and ORANGE agree to design and construct the emergency fire training facility and parking, within budgetary and size constraints, in accordance with suggestions provided by the Institute for Simulation and Training, hereinafter referred to as "IST," for the purpose of creating a model state-of-the-art simulation and training center for fire and emergency personnel. If any expansion of the emergency fire training facility space is needed to accommodate UNIVERSITY, UNIVERSITY will pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

Section 4. Utilization of Emergency Fire Training Facility. UNIVERSITY, SEMINOLE and ORANGE agree to cooperate in the establishment of formal courses of study involving fire science and related topics, and agree that the facility would provide an appropriate place where such instruction could be conducted. Upon completion of construction, SEMINOLE and ORANGE shall lease, to UNIVERSITY, for a sum of ONE DOLLAR ($1) and upon such terms and conditions as agreed to by the parties, the emergency fire training facility for purposes of instruction in appropriate fire safety and related subjects. UNIVERSITY shall be responsible for all costs of equipment to be used in the emergency fire training facility, and shall be responsible for the plant operations and maintenance of the emergency fire training facility from funds allocated for that purpose. UNIVERSITY agrees that SEMINOLE and ORANGE shall not be responsible for any costs of operation and maintenance of the emergency fire training facility. UNIVERSITY agrees to make available to SEMINOLE and ORANGE expertise in the field of training and education, including the expertise of the IST. UNIVERSITY shall make such training or courses of instruction available to SEMINOLE and ORANGE on the same basis as other programs of instruction offered by UNIVERSITY. On joint projects when outside expenses are to be incurred by IST, contribution by SEMINOLE and ORANGE shall be mutually agreed upon by UNIVERSITY, SEMINOLE and ORANGE prior to such expenditure being incurred by IST. Nothing contained in this Section shall be deemed to take precedence over the primary function of the fire station as an instrument of public safety serving the general public.

Section 5. Construction of Access Road; Provision of Parking and Off-site Retention. UNIVERSITY agrees to construct and improve the western two lanes of the planned access road from McCulloch Road to the University, to extend, as a minimum, along the western boundary of the property leased to SEMINOLE and ORANGE. This road shall be constructed, improved and maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY further agrees to provide off-site retention as required to accommodate the construction of the fire station and emergency fire training facilities.

Section 6. Consideration. As consideration for the provision of a site to house the fire station, SEMINOLE and ORANGE agree to provide the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS ($204,000.00), which is the cash equivalent of the agreed upon value of a two-acre site on the property identified in Exhibit A. This sum shall be split equally between SEMINOLE and ORANGE and shall be payable by SEMINOLE and ORANGE to UNIVERSITY on a mutually agreed upon date and time prior to the commencement of construction.

Section 7. Inter-local Agreement. SEMINOLE and ORANGE agree that they will develop an inter-local agreement which will delineate the terms through which the fire station will be operated by SEMINOLE and ORANGE. The UNIVERSITY's campus shall be considered to be within the fire protection area served by SEMINOLE and ORANGE and the inter-local agreement will reflect the obligation of SEMINOLE and ORANGE to provide such protection.

Section 8. Activities inconsistent with UNIVERSITY functions. SEMINOLE and ORANGE agree that there shall be no use of the fire station for purposes which are inconsistent with the activities for the UNIVERSITY or which would unreasonably impinge upon the UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities which are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration herein, the scope of activities of a fire station and agrees that such activities shall not be deemed a breach of this section.

Section 9. State of Florida approval. The UNIVERSITY shall secure the approval of this agreement by those agencies of the State of Florida whose approval is necessary. This agreement is contingent upon the securing of required approvals by the UNIVERSITY. Costs associated with surveying, soil testing, engineering, and other activities related to the construction of the facility shall be borne by SEMINOLE and ORANGE. If for any reason the site chosen for the fire station is not suitable for such use, this Agreement shall be considered null and void and all parties shall be released from any obligations hereunder, and any payment of the consideration enumerated in Section 6 made by SEMINOLE and ORANGE to UNIVERSITY shall be returned to SEMINOLE and ORANGE at that time.

Section 10. Indemnification. Each party to this agreement shall be liable in accordance with appropriate law for its own activities. Activities related to IST training and the use of the emergency fire training facility by UNIVERSITY shall be considered under the control of UNIVERSITY for the purposes of this Agreement.

Section 11. Governed by Florida law. This agreement shall be governed by Florida law.

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.

ATTEST:

Martha O. Haynie

Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Asst. Deputy Clerk

ORANGE COUNTY, FLORIDA

By: Mable Butler
Acting County Chairman

Date: OCT 20 1992

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

_____
Asst. County Attorney

WITNESS:

_____

_____

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of the Board of Regents of the State of Florida.

By: John C. Hitt

Date: 12/8/93

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ROBERT J. STURM, Chairman

Date: 10-28-92

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

_____ 10/28/92
County Attorney

As authorized for execution by the Board of County Commissioners at their Oct. 27 1992, regular meeting.

Consented to by the Trustees on 24th day of February, 1993.

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

Approved as to Form and Legality

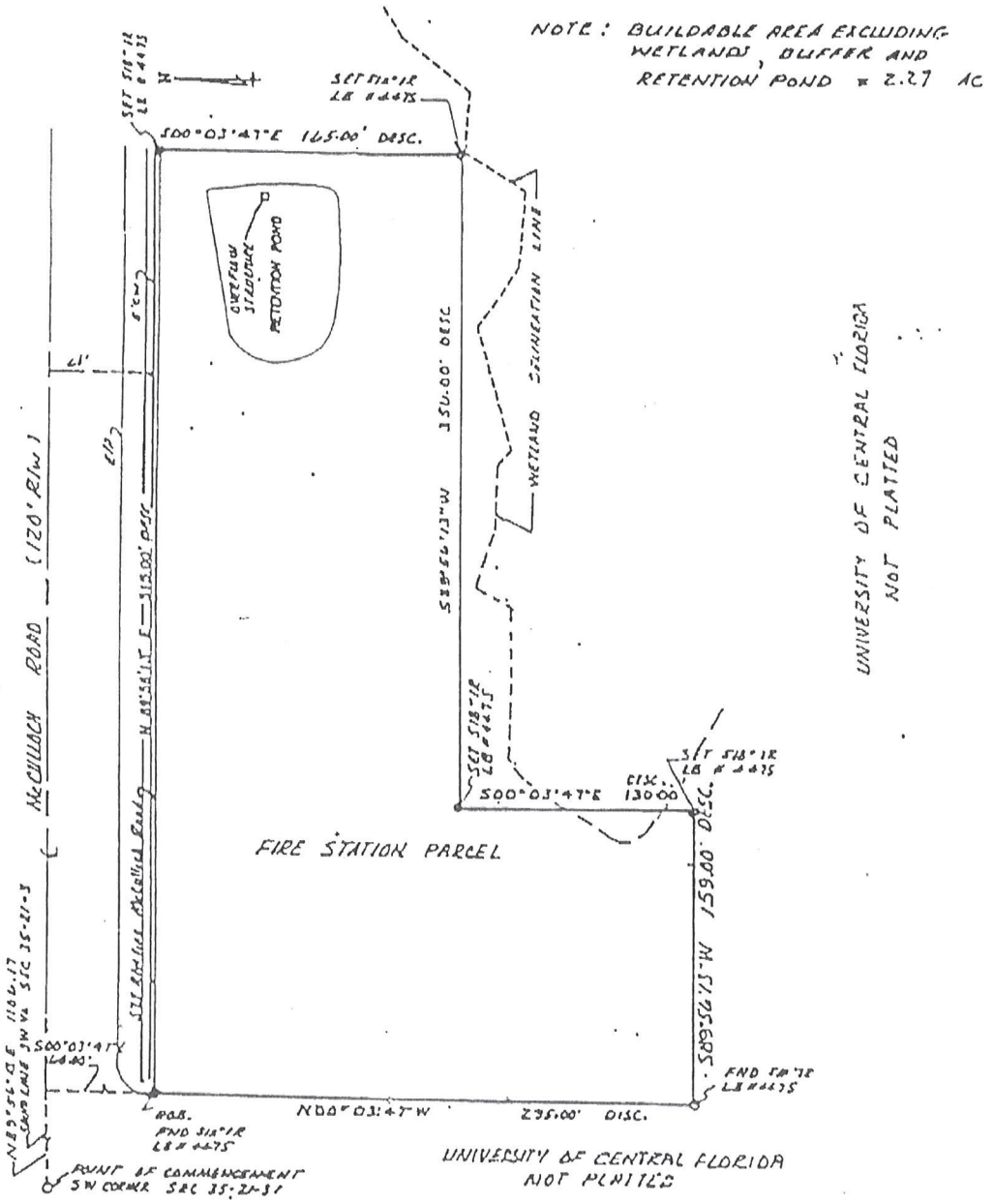
By: _____
DNR Attorney

Joint County Fire Station Parcel

A part of the Northwest 1/ Section 2, Township 22 South, Range 31 East, Orange County, Fl...

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 42, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 356.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 159.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992	THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.	REVISED WETLAND LINE 10-15-92
SCALE: 1"=60'		REVISIONS:
DRAWN BY: RD	BEARING STRUCTURE BASED ON SOUTH LINE SEC 35-21-31	REVISED DESCRIPTION 9-14-92
		REVISED DESCRIPTION 9-18-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

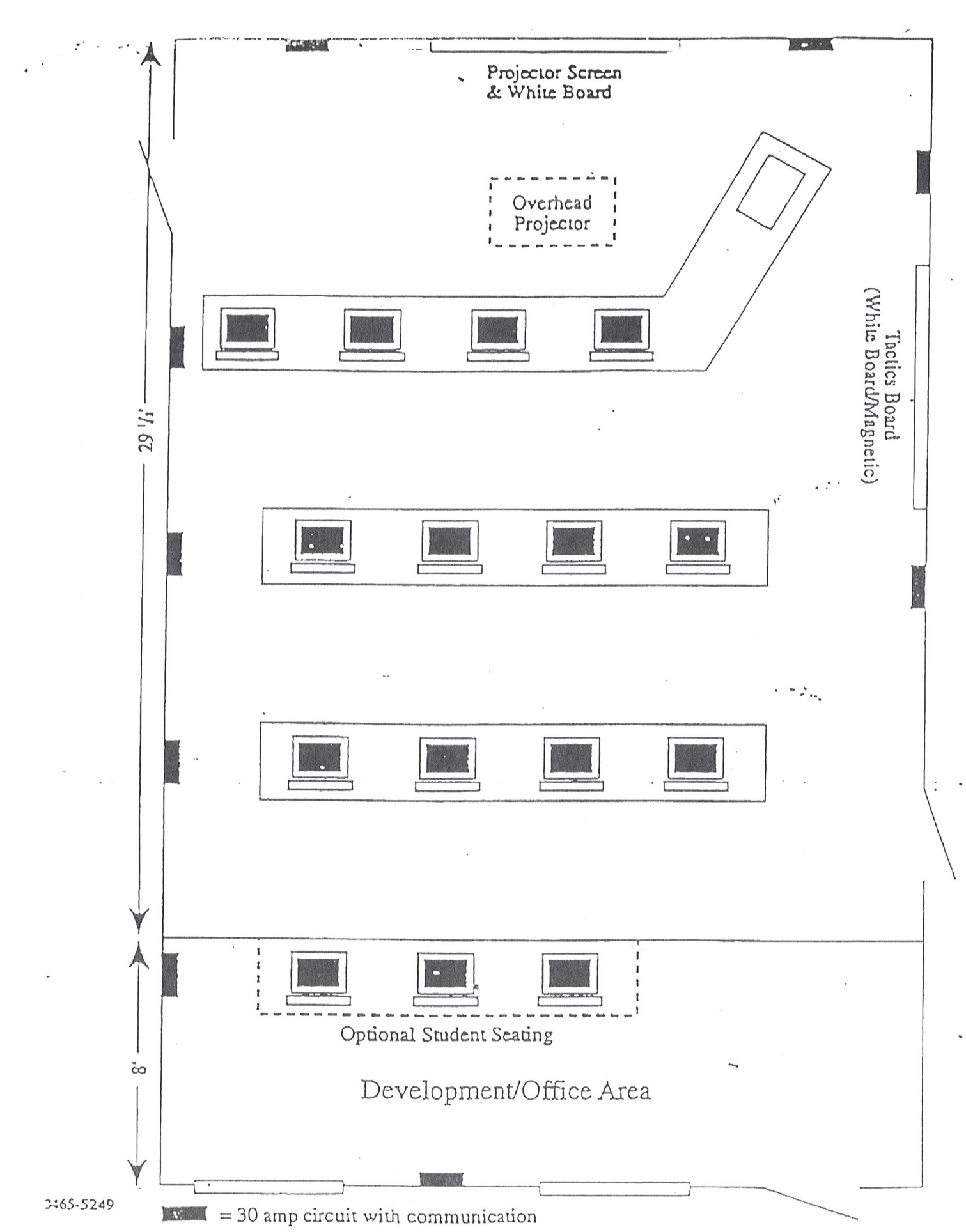
Frank A. Raymond

FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

CALC. DESCRIPTION LEGEND

ASPH	= ASPHALT	CBW	= CONCRETE BLOCK WALL
CLF	= CHAIN LINK FENCE	CH	= CONCRETE MANHOLE
CONC	= CONCRETE	CONC	= CONCRETE
CP	= CONCRETE PAD	CT	= CONCRETE WALKWAY
DC	= DRAINAGE EAST	DW	= DRIVEWAY
Δ	= CENTRAL ANGLE	EAST	= EASEMENT
E/P	= EDGE OF PAVEMENT	FFE	= FINISHED FLOOR ELEVATION
FOL	= FENCE ON LINE	FND	= FOUND
IR	= IRON ROD	IP	= IRON PIPE
L	= CURVE LENGTH	MEAS	= MEASURED
MF	= METAL SHED	MAG	= MAG. & DISC
PC	= POINT OF CURVATURE	PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING	R	= RADIUS
R/W	= RIGHT OF WAY	TYP	= TYPICAL
UE	= UTILITY EASEMENT	WF	= WOOD FENCE

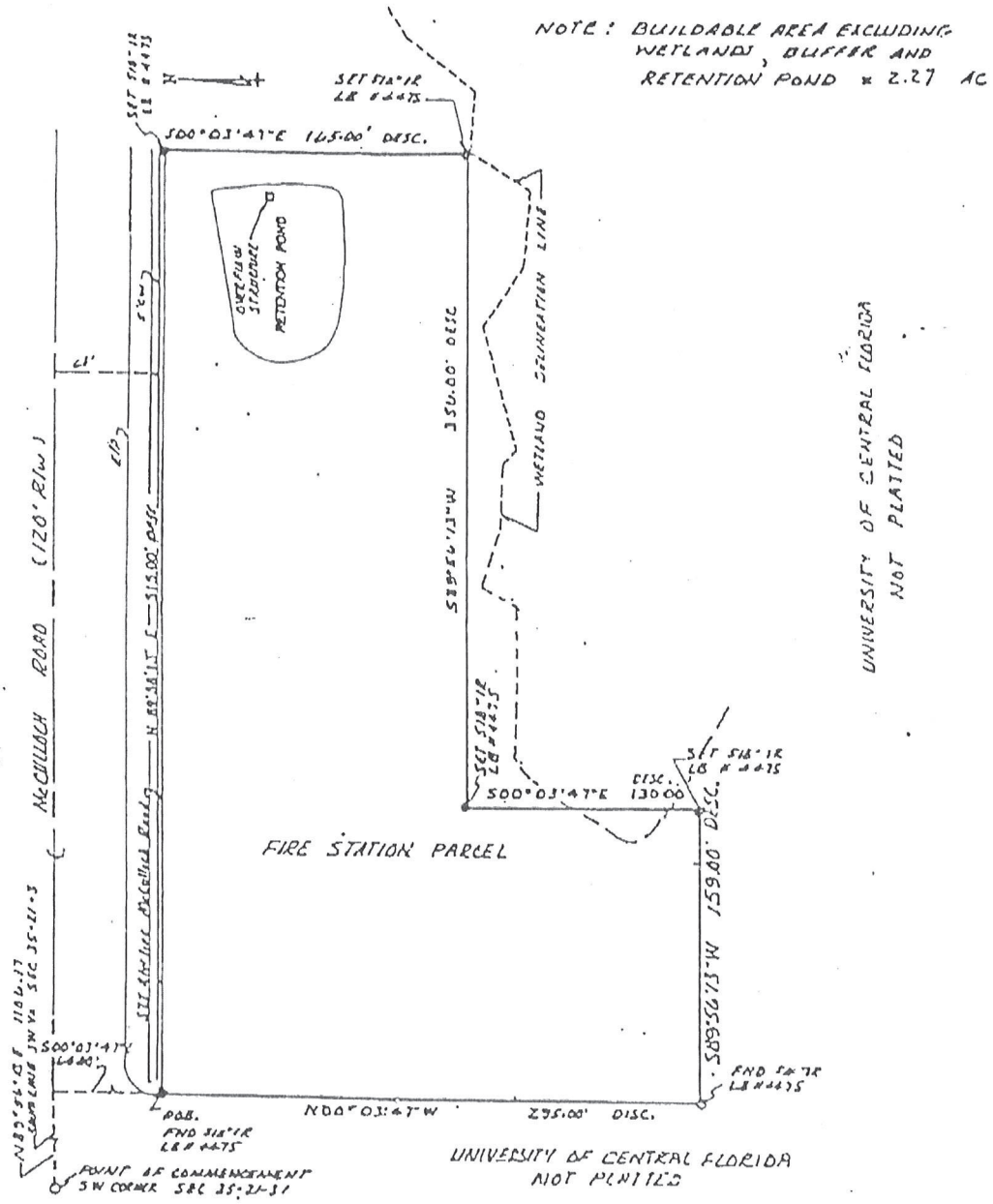

Projector Screen
& White Board
Overhead
Projector
Tactics Board
(White Board/Magnetic)
29 1/2'
8'
Optional Student Seating
Development/Office Area
2465-5249
= 30 amp circuit with communication

Joint County Fire Station Parcel

A part of the Northwest / Section 2, Township 22 South, Range 31 East, Orange County, . da.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 28, 31, 32, 33, 34 and 35, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 61 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 315.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 350.00 feet; thence N00°03'47"W a distance of 130.00 feet; thence S89°56'13"W a distance of 155.00 feet; thence N00°03'47"W a distance of 235.00 feet to the Point of Beginning.

Containing 2.1251 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=200'
DRAWN BY: AJ

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.

REVISIONS:
REVISED DESCRIPTION 9-14-92
REVISED DESCRIPTION 9-18-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Frank A Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH = ASPHALT		CBW = CONCRETE BLOCK WALL	
C/L = CHAIN LINK FENCE		CH = CONCRETE HEADWALL	
CONC = CONCRETE		COVD = COVERED	
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R/W = RIGHT OF WAY		TYP = TYPICAL	
UC = UTILITY CABINET		W = WOOD FENCE	

Exhibits "A" + "B"

COMMISSIONERS AT THEIR MEETING
OCT 20 1992

PD-30

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 19 92, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE," ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE" and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, whose address is 4000 Central Florida Boulevard, Orlando, Florida 32826, hereinafter referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, which is also known as McCulloch Road; and

WHEREAS, both SEMINOLE and ORANGE desire to establish a fire station to serve this area, and UNIVERSITY agrees to make such land available to them; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this agreement for the benefit of each party and to ensure the efficient and effective provision of fire protection and related services to the area hereinafter defined; and

WHEREAS, this agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between SEMINOLE, ORANGE and UNIVERSITY as follows:

Section 1. Term of lease, location. UNIVERSITY agrees to lease the property identified in Exhibit A to SEMINOLE and ORANGE for an initial term of thirty (30) years commencing on the execution of this Agreement by the parties. This Agreement shall be renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. Subsequent to the additional renewal term, this Agreement may be renewed for additional 30 year terms upon mutual agreement of SEMINOLE, ORANGE, and the Board of Trustees of the Internal Improvement Fund acting for and on behalf of the UNIVERSITY. Upon termination of this Agreement and any extensions thereto, ownership of the improvements made to the property shall revert to UNIVERSITY.

Section 2. Construction of Fire Station. SEMINOLE and ORANGE agree to construct a fire station on the property identified in Exhibit A. Construction shall begin as soon as is practicable after the date of execution of this Agreement. An approximate date of completion shall be agreed upon by the parties upon commencement of construction of the fire station. UNIVERSITY retains the right to review and approve the design of the building which must conform to the design and construction standards of buildings constructed for UNIVERSITY use. The parties agree that there shall be no changes to the appearance of the facility without the specific approval of UNIVERSITY, which approval shall not be unreasonably withheld.

Section 3. Emergency Fire Training Facility. The design criteria to be utilized for the fire station shall include an emergency fire training facility measuring approximately nine hundred (900) square feet. SEMINOLE and ORANGE agree to design and construct the emergency fire training facility and parking, within budgetary and size constraints, in accordance with suggestions provided by the Institute for Simulation and Training, hereinafter referred to as "IST," for the purpose of creating a model state-of-the-art simulation and training center for fire and emergency personnel. If any expansion of the emergency fire training facility space is needed to accommodate UNIVERSITY, UNIVERSITY will pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

Section 4. Utilization of Emergency Fire Training Facility. UNIVERSITY, SEMINOLE and ORANGE agree to cooperate in the establishment of formal courses of study involving fire science and related topics, and agree that the facility would provide an appropriate place where such instruction could be conducted. Upon completion of construction, SEMINOLE and ORANGE shall lease, to UNIVERSITY, for a sum of ONE DOLLAR ($1) and upon such terms and conditions as agreed to by the parties, the emergency fire training facility for purposes of instruction in appropriate fire safety and related subjects. UNIVERSITY shall be responsible for all costs of equipment to be used in the emergency fire training facility, and shall be responsible for the plant operations and maintenance of the emergency fire training facility from funds allocated for that purpose. UNIVERSITY agrees that SEMINOLE and ORANGE shall not be responsible for any costs of operation and maintenance of the emergency fire training facility. UNIVERSITY agrees to make available to SEMINOLE and ORANGE expertise in the field of training and education, including the expertise of the IST. UNIVERSITY shall make such training or courses of instruction available to SEMINOLE and ORANGE on the same basis as other programs of instruction offered by UNIVERSITY. On joint projects when outside expenses are to be incurred by IST, contribution by SEMINOLE and ORANGE shall be mutually agreed upon by UNIVERSITY, SEMINOLE and ORANGE prior to such expenditure being incurred by IST. Nothing contained in this Section shall be deemed to take precedence over the primary function of the fire station as an instrument of public safety serving the general public.

Section 5. Construction of Access Road; Provision of Parking and Off-site Retention. UNIVERSITY agrees to construct and improve the western two lanes of the planned access road from McCulloch Road to the University, to extend, as a minimum, along the western boundary of the property leased to SEMINOLE and ORANGE. This road shall be constructed, improved and maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY further agrees to provide off-site retention as required to accommodate the construction of the fire station and emergency fire training facilities.

Section 6. Consideration. As consideration for the provision of a site to house the fire station, SEMINOLE and ORANGE agree to provide the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS ($204,000.00), which is the cash equivalent of the agreed upon value of a two-acre site on the property identified in Exhibit A. This sum shall be split equally between SEMINOLE and ORANGE and shall be payable by SEMINOLE and ORANGE to UNIVERSITY on a mutually agreed upon date and time prior to the commencement of construction.

Section 7. Inter-local Agreement. SEMINOLE and ORANGE agree that they will develop an inter-local agreement which will delineate the terms through which the fire station will be operated by SEMINOLE and ORANGE. The UNIVERSITY's campus shall be considered to be within the fire protection area served by SEMINOLE and ORANGE and the inter-local agreement will reflect the obligation of SEMINOLE and ORANGE to provide such protection.

Section 8. Activities inconsistent with UNIVERSITY functions. SEMINOLE and ORANGE agree that there shall be no use of the fire station for purposes which are inconsistent with the activities for the UNIVERSITY or which would unreasonably impinge upon the UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities which are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration herein, the scope of activities of a fire station and agrees that such activities shall not be deemed a breach of this section.

Section 9. State of Florida approval. The UNIVERSITY shall secure the approval of this agreement by those agencies of the State of Florida whose approval is necessary. This agreement is contingent upon the securing of required approvals by the UNIVERSITY. Costs associated with surveying, soil testing, engineering, and other activities related to the construction of the facility shall be borne by SEMINOLE and ORANGE. If for any reason the site chosen for the fire station is not suitable for such use, this Agreement shall be considered null and void and all parties shall be released from any obligations hereunder, and any payment of the consideration enumerated in Section 6 made by SEMINOLE and ORANGE to UNIVERSITY shall be returned to SEMINOLE and ORANGE at that time.

Section 10. Indemnification. Each party to this agreement shall be liable in accordance with appropriate law for its own activities. Activities related to IST training and the use of the emergency fire training facility by UNIVERSITY shall be considered under the control of UNIVERSITY for the purposes of this Agreement.

Section 11. Governed by Florida law. This agreement shall be governed by Florida law.

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.

ATTEST:

Martha O. Haynie

Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Asst. Deputy Clerk

ORANGE COUNTY, FLORIDA

By: Mable Butler
FOR THE County Chairman

Date: OCT 20 1992

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

_____
Asst. County Attorney

WITNESS:

_____

_____

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of the Board of Regents of the State of Florida.

By: _____

Date: 2/8/93

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ROBERT J. STURM, Chairman

Date: 10-28-92

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

_____ 10/28/92
County Attorney

As authorized for execution by the Board of County Commissioners at their Oct 27 1992, regular meeting.

Consented to by the Trustees on 24th day of February, 1993.

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

Approved as to Form and Legality

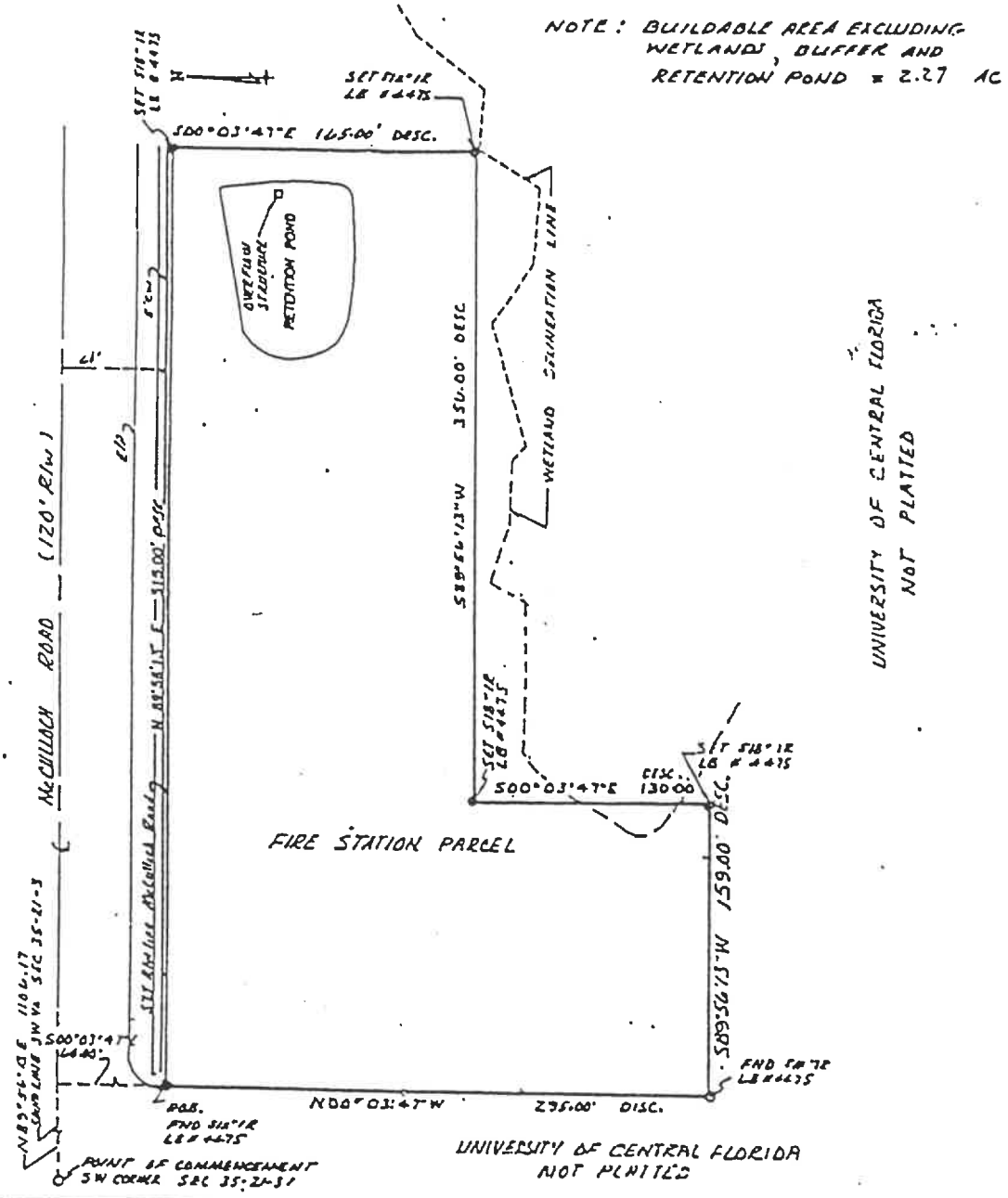
By: _____
DNR Attorney

Joint County Fire Station Parcel

A part of the Northwest 1/ Section 2, Township 22 South, Range 31 East, Orange County, Fl...

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 42, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road an 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 356.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 159.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992	THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.	REVISED WETLAND LINE 10-15-92
SCALE: 1"=60'		REVISIONS:
DRAWN BY: RJ	BEARING STRUCTURE BASED ON SOUTH LINE SEC 35-21-31	REVISED DESCRIPTION 9-14-92
		REVISED DESCRIPTION 9-18-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

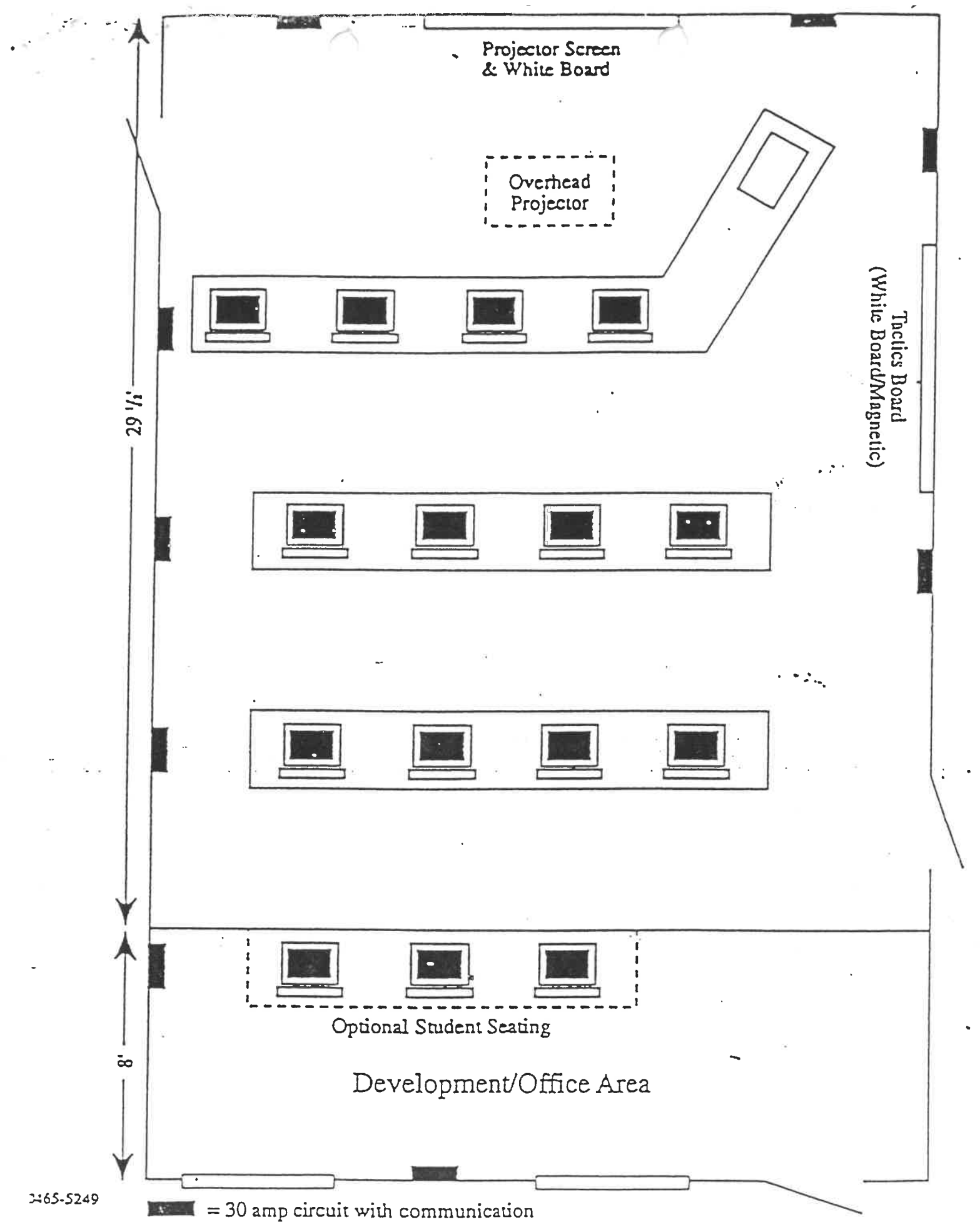
Frank A. Raymond

FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	- ASPHALT	CBM	- CONCRETE BLOCK WALL
CLF	- CHAIN LINK FENCE	CR	- CONCRETE RENDMENT
CONC	- CONCRETE	CONS	- CONCRETE
CP	- CONCRETE PAD	CT	- CONCRETE WALKWAY
DE	- DRAINAGE EMT	DV	- DRIVEWAY
Δ	- CENTRAL ANGLE	EMT	- EASEMENT
E/P	- EDGE OF PAVEMENT	FFE	- FINISHED FLOOR ELEVATION
FOL	- FENCE ON LINE	FNS	- FOUND
IR	- IRON ROD	IP	- IRON PIPE
L	- CURVE LENGTH	MEAS	- MEASURED
MT	- METAL SHED	MAB	- MAIL & BIDE
PC	- POINT OF CURVATURE	PI	- POINT OF INTERSECTION
POB	- POINT OF BEGINNING	R	- RADIUS
R/W	- RIGHT OF WAY	TYP	- TYPICAL
UE	- UTILITY EASEMENT	W	- WOOD FENCE

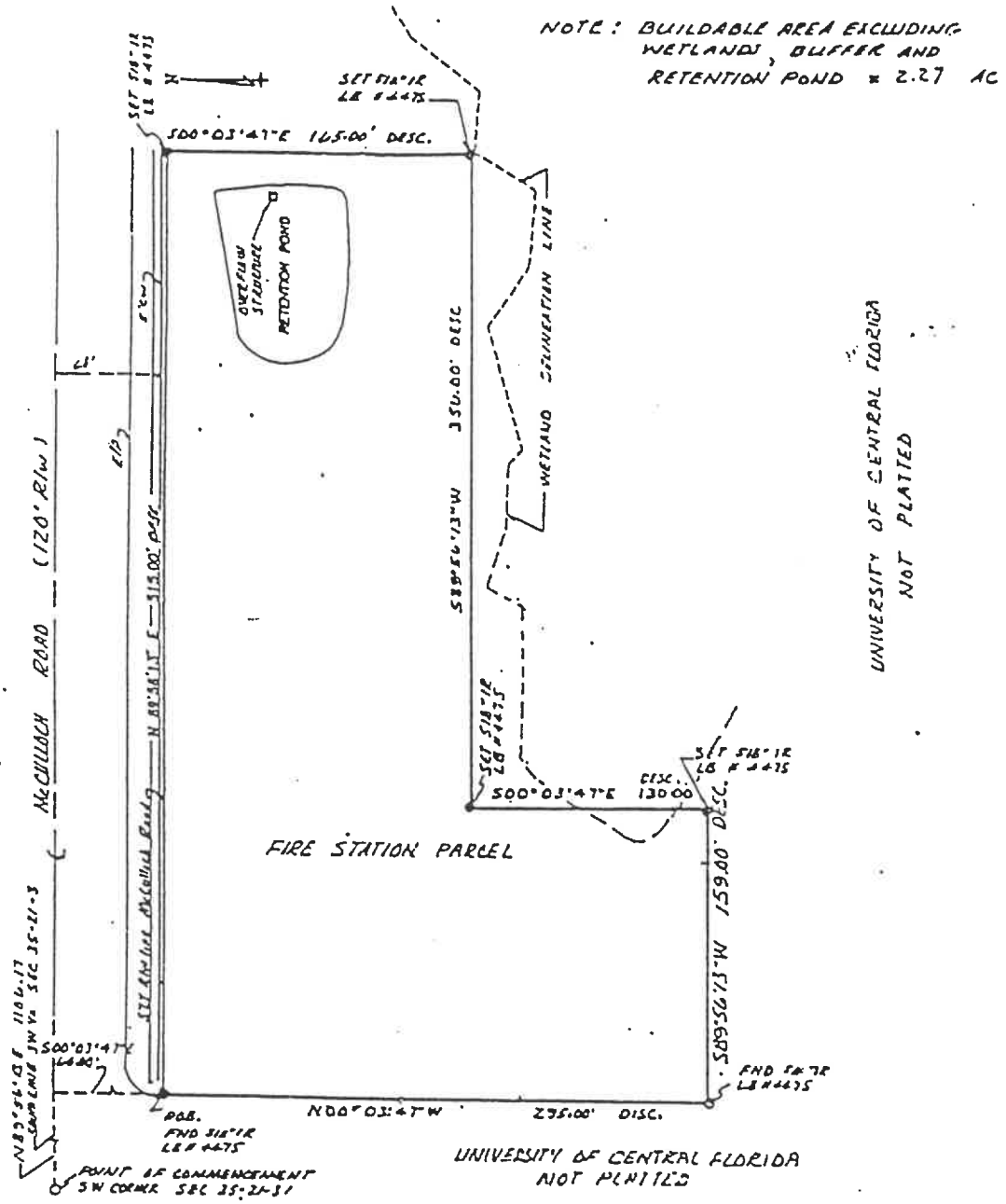

Projector Screen
& White Board
Overhead
Projector
Tactics Board
(White Board/Magnetic)
29 1/2'
8'
Optional Student Seating
Development/Office Area
= 30 amp circuit with communication

Joint County Fire Station Parcel

A part of the Northwest [illegible] Section 2, Township 22 South, Range 31 East, Orange County, [illegible] da.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 42, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 356.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 159.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992	THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.	REVISED WETLAND LINE 10-15-92
SCALE: 1"=80'		REVISIONS:
DRAWN BY: AJ	BEARING STRUCTURE BASED ON SOUTH LINE SEC 35-21-31	REVISED DESCRIPTION 9-14-92
		REVISED DESCRIPTION 9-18-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

Frank A. Raymond

FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	= ASPHALT	CBW	= CONCRETE BLOCK WALL
CLF	= CHAIN LINK FENCE	CH	= CONCRETE HEADWALL
CONC	= CONCRETE	CONCD	= CONCRETE
CP	= CONCRETE PAD	CT	= CONCRETE TALKWAY
DC	= DRAINAGE CONT	DW	= DRIVEWAY
Δ	= CENTRAL ANGLE	EDWT	= EASEMENT
E/P	= EDGE OF PAVEMENT	FFE	= FINISHED FLOOR ELEVATION
FDL	= FENCE ON LINE	FND	= FOUND
IR	= IRON ROD	IP	= IRON PIPE
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MC	= METAL BOX	MAG	= MAG. & DISC
PC	= POINT OF CURVATURE	PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING	R	= RADIUS
R/W	= RIGHT OF WAY	TYP	= TYPICAL
UE	= UTILITY EASEMENT	WF	= WOOD FENCE

Exhibits "A" & "B"

File Number: 2025-646

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-828 for a drainage easement necessary for the Midway Drainage Improvement Project (621.78 ± SF) between Stanley Donell Hillery and Jacqueline Jones Hillery and Seminole County for $20,440.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#1-828) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owners (Stanley Donell Hillery and Jacqueline Jones Hillery / Tax ID #32-19-31-513-0000-0210) of the property located on the East side of Church Street, approximately 320 feet North of Midway Avenue, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of $20,440.00 inclusive of all fees and costs.

The parent property is vacant and consists of 0.19 ± acres of land. The County's valuation of this acquisition is $12,900.00; a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer was $20,440.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase

Agreement related to Project Parcel #1-828 for a drainage easement necessary for the Midway Drainage Improvement Project (621.78 ± SF) between Stanley Donell Hillery and Jacqueline Jones Hillery and Seminole County for $20,440.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between STANLEY DONELL HILLERY and JACQUELINE JONES HILLERY, as Joint Tenants with right of Survivorship, whose address is 2231 Church Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

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

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

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 32-19-31-513-0000-0210

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of TWENTY THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS ($20,440.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2023).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:

Witness

Print Name

Witness

Print Name

STANLEY DONELL HILLERY

Date

WITNESSES:

Witness

Print Name

Witness

Print Name

JACQUELINE JONES HILLERY

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

Attachment:
Exhibit A – Legal Description and Sketch

DGS\sfa
03/05/2024
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Hillery (Parcel 1-828)\Purchase Agreement – Hillery (Parcel 1-828).docx

EXHIBIT "A"

Legal Description

That portion of Lot 21 of the plat of Midway, as recorded in Plat Book 1, page 41 of the Public Records of Seminole County, Florida, being in Section 32, Township 19 South, Range 31 East, Florida further described as follows:

Beginning at the northwest corner of said Lot 21, thence along the north line of said Lot 21, N.89°58'06"E., a distance of 79.78 feet to the east line of said Lot 21 as monumented; thence along said east line, S.00°20'04"E., a distance of 6.05 feet; thence N.90°00'00"W., a distance of 103.34 feet to the west line of Lot 21 as monumented; thence along said west line N.00°16'36"W., a distance of 5.99 feet to the north line of said Lot 21; thence along said north line N.89°58'06"E., a distance of 23.55 feet to the Point of Beginning.

Said parcel contains 621.78 square feet more or less.

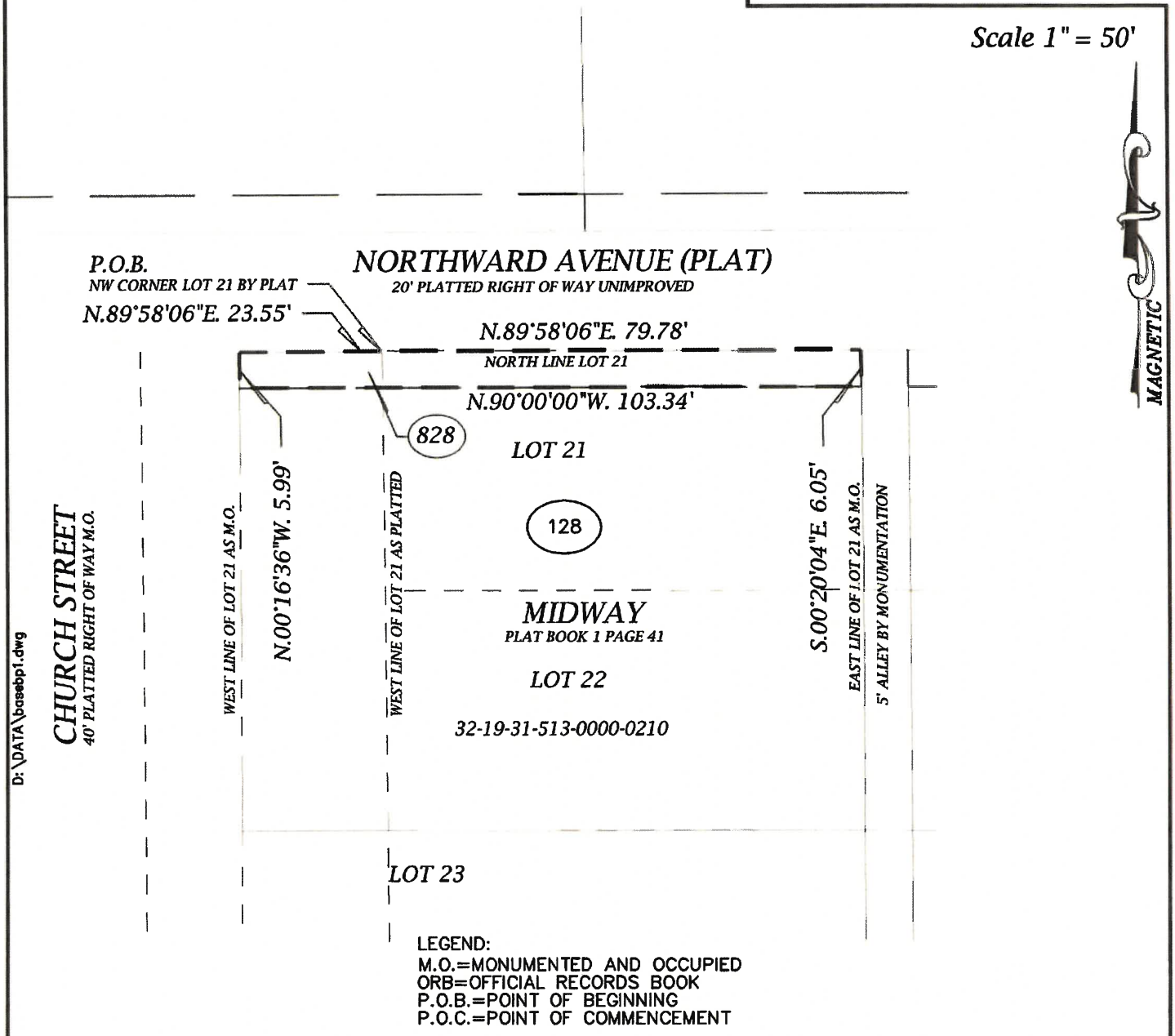
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P 828 32-19-31-513-0000-0210

SKETCH OF DESCRIPTION

Scale 1" = 50'



LEGEND:
M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

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

BY: _____

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89°58'06"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

FIELD DATE:	n/a
	03/17/2023
JOB NAME:	MIDWAY DRAINAGE
SCALE:	1"=50'
DRAWN BY:	RFP
CHECKED BY:	RP

Author: Tricia Smith, Land Manager; Public Works/Engineering, Real Estate Management Division

LOCATION MAP

Legend

Parent Parcel

Drainage Easement

N

GRANBY ST

CHURCH ST

CENTER ST

RANDALL ST

CRAWFORD DR

MIDWAY AVE



Midway Drainage Improvement Project
Parcel 1-828
Stanley D. & Jacqueline J. Hillery
32-19-31-513-0000-0210

0 62.5 125 250

1 inch = 122 feet

C:\Users\tsmith\Desktop\PROJECTS_PLS\AGENDA MAPS\Midway Drainage Improvement_S_Hillery.mxd

Date: 6/14/2024

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-647

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-844 for a drainage easement necessary for the Midway Drainage Improvement Project (29 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Ernest Blocker and Seminole County for $4,390.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

This parcel (#1-844) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owner (G. Charles Wohlust as Personal Representative of the Estate of Ernest Blocker / Tax ID #32-19-31-513-0000-1510) of the property located at the southwest corner of Midway Avenue and Randall Street, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of $4,390.00 inclusive of all fees and costs.

The parent property is improved with two single-family residences and consists of 0.19 ± acres of land. The County's valuation of this acquisition is $1,000.00; a portion of which includes the cost to cure to make the owner whole. After negotiations with the owner an agreement was reached at $4,390.00, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-844 for a drainage easement necessary for the

Midway Drainage Improvement Project (29 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Ernest Blocker and Seminole County for $4,390.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between G. CHARLES WOHLUST as Personal Representative of the ESTATE OF ERNEST BLOCKER, Deceased, whose address is P.O. Box 1570, Winter Park, Florida 32792-1570, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

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

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

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 32-19-31-513-0000-1510

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of FOUR THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS ($4,390.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2024), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:

Linda Wyatt
Witness

Linda S. Wyatt
Print Name

Deborah L Marshall
Witness

Deborah L. Marshall
Print Name

G. CHARLES WOHLUST as Personal Representative of the Estate of Ernest Blocker, Deceased

6/16/2025
Date

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Legal Description and Sketch

GLK\sfa
06/10/2025
(T:)\Users\dshields\Cases\Eminent Domain\Active Cases\Midway Drainage Project\Probate Cases\Parcel 1-844- Heirs of Ernest Blocker\Drafts\Purchase Agreement – Blocker (Parcel 1-844).docx

EXHIBIT "A"

Legal Description

That portion of Lot 151 of the plat of Midway, as recorded in Plat Book 1, page 41 of the Public Records of Seminole County, Florida, being in Section 32, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the northwest corner of said Lot 151, thence along the north line of said Lot 151, N.89°58'06"E., a distance of 60.52 feet to the Point of Beginning; thence continue along said north line N.89°58'06"E., a distance of 19.15 feet to the east line of said Lot 151 as monumented; thence along said east line, S.00°00'34"W., a distance of 1.50 feet; thence S.89°58'06"W., a distance of 19.16; thence N.00°09'45"E., a distance of 1.50 feet to the north line of said Lot 151 and the Point of Beginning.

Said parcel contains 29 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

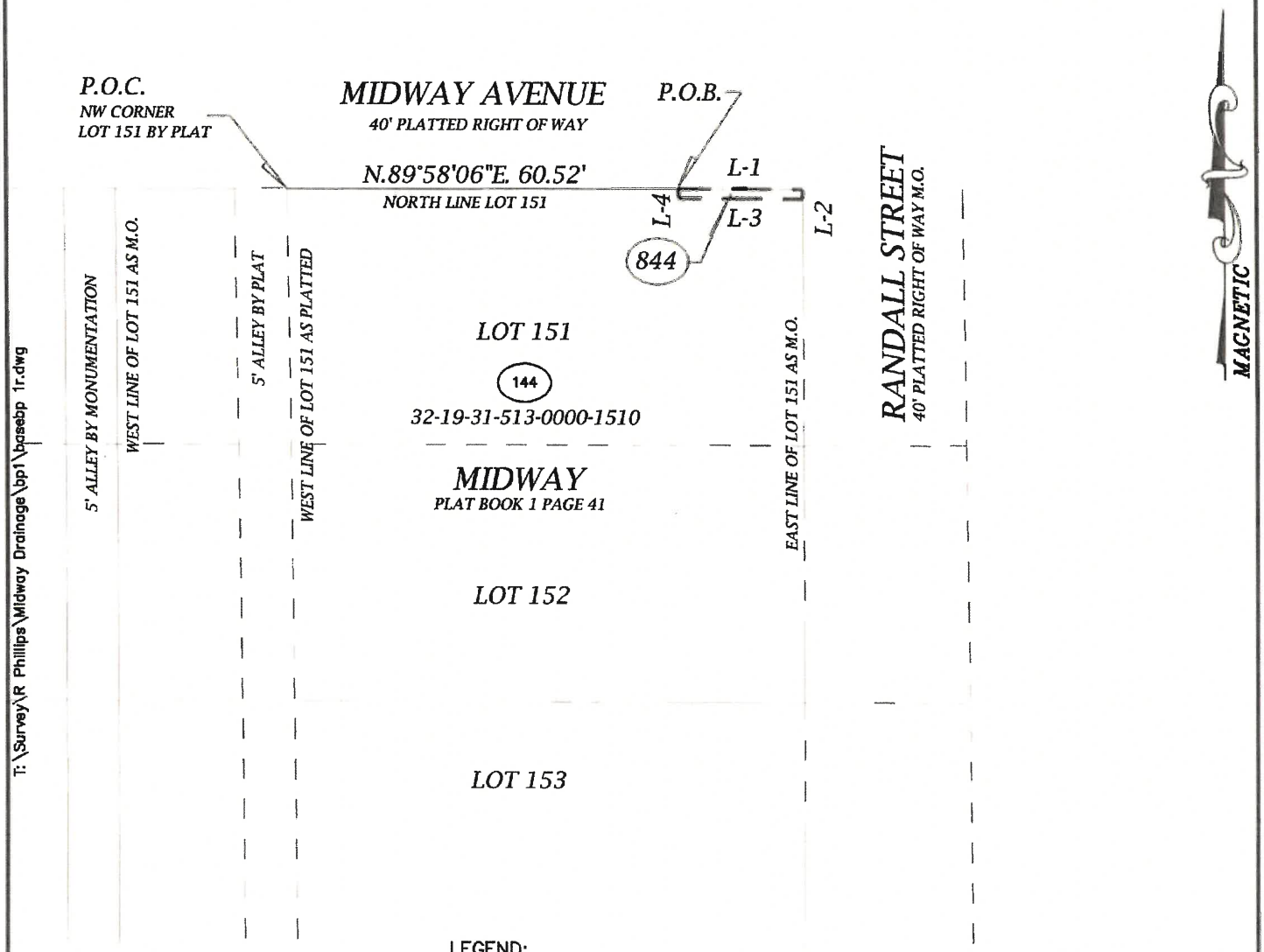
Revised 3/5/2024

P 844 32-19-31-513-0000-1510

SKETCH OF DESCRIPTION

LINE TABLE:
L-1 N.89°58'06"E. 19.15'
L-2 S.00°00'34"W. 1.50'
L-3 S.89°58'06"W. 19.16'
L-4 N.00°09'45"E. 1.50'

Scale 1" = 50'



T:\Survey\R Phillips\Midway Drainage\bp1\basebp 1r.dwg

LEGEND:
M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

REVISED 3/5/2024

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89°58'06"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.

SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

SEMINOLE COUNTY
SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

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

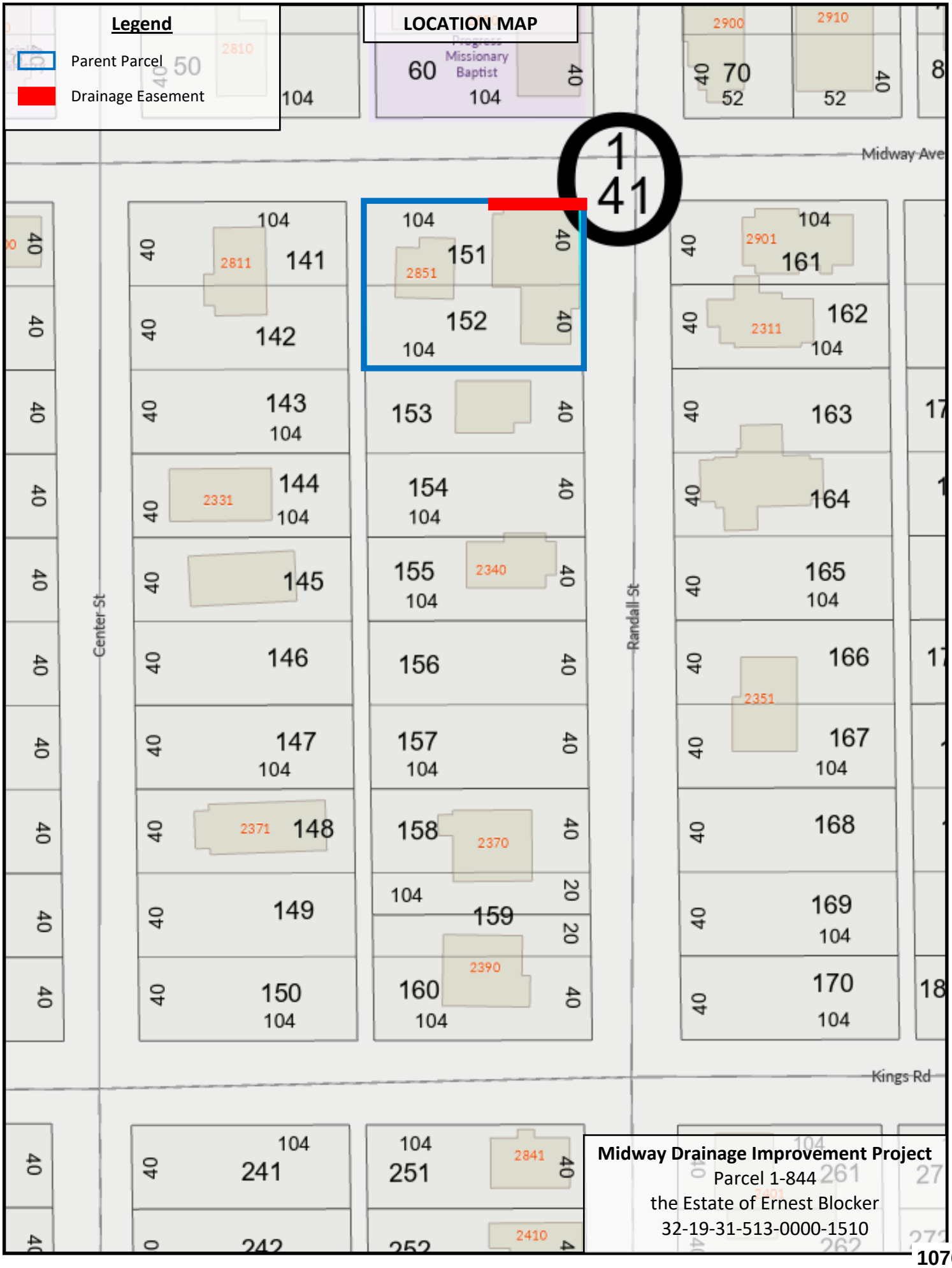
RAYMOND F. PHILLIPS
License Number 7015
STATE OF FLORIDA
Professional Surveyor and Mapper

BY:

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015

FIELD DATE: n/a
DATE: 03/17/2023
JOB NAME: MIDWAY DRAINAGE

SCALE: 1"=50'
DRAWN BY: RFP
CHECKED BY: RP


Legend
Parent Parcel
Drainage Easement
LOCATION MAP
Progress Missionary Baptist
Midway Ave
Center St
Randall St
Kings Rd
1
41
60
104
2900
2910
70
52
2810
50
2811
141
142
143
144
2331
145
146
147
148
2371
149
150
151
2851
152
153
154
155
2340
156
157
158
2370
159
2390
160
2901
161
162
2311
163
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2351
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170
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251
2841
2410
Midway Drainage Improvement Project
Parcel 1-844
the Estate of Ernest Blocker
32-19-31-513-0000-1510

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-648

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-803 for a drainage easement necessary for the Midway Drainage Improvement Project (1,527.16 ± SF) between Vernette Cole and Frederick Cole and Seminole County for $24,360.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Stephen Koontz, Resource Management Deputy Director

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

This parcel (#2-803) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owners (Vernette Cole and Frederick Cole / Tax ID #33-19-31-300-1130-0000) of the property located at 2306 North Beardall Avenue at the southwest corner of Washington Street and North Beardall Avenue, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of $24,360.00 inclusive of all fees and costs.

The parent parcel is improved with a single-family residence and ancillary site improvements and consists of 0.70 ± acres of land. The County's valuation of this acquisition is $15,700.00; a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was $24,360.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase

Agreement related to Project Parcel #2-803 for a drainage easement necessary for the Midway Drainage Improvement Project (1,527.16 ± SF) between Vernette Cole and Frederick Cole and Seminole County for $24,360.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between VERNETTE COLE and FREDERICK COLE, HER SPOUSE, AS TO HIS INTEREST, IF ANY, whose address 2306 N. Beardall Avenue, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

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

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

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 33-19-31-300-1130-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of TWENTY-FOUR THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS ($24,360.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2023).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:

Witness

Print Name

Witness

Print Name

VERNETTE COLE

Date

Witness

Print Name

Witness

Print Name

FREDERICK COLE

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

Attachment:
Exhibit A – Legal Description and Sketch

DGS/sfa
05/22/2024
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Cole\Purchase Agreement\Cole rev1.docx

EXHIBIT "A"

Legal Description

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the Northeast corner of said Southeast 1/4 of the Southwest 1/4 thence S.89°59'52"W., a distance of 20.17 feet; thence S.00°04'07"E., a distance of 15.00 feet to the Point of Beginning being a point on the west maintained right of way line of North Beardall Avenue, as recorded in map book 6 pages 188 through 190 of the Public Records of Seminole County, Florida; thence continue along said maintained line the following 2 courses, 1.) S.00°04'07"E., a distance of 155.23 feet, 2.) S.02°50'29"W., a distance of 15.91 feet; thence leaving said right of way, S.89°54'54"W., a distance of 6.17 feet; thence N.00°17'54"W., a distance of 151.13 feet; thence S.89°59'52"W., a distance of 14.11 feet; thence N.00°00'08"E., a distance of 20.00 feet to the south platted right of way of Washington Street; thence N.89°59'52"E., a distance of 21.67 feet to the Point of Beginning.

Said parcel contains 1,527.16 square feet more or less.

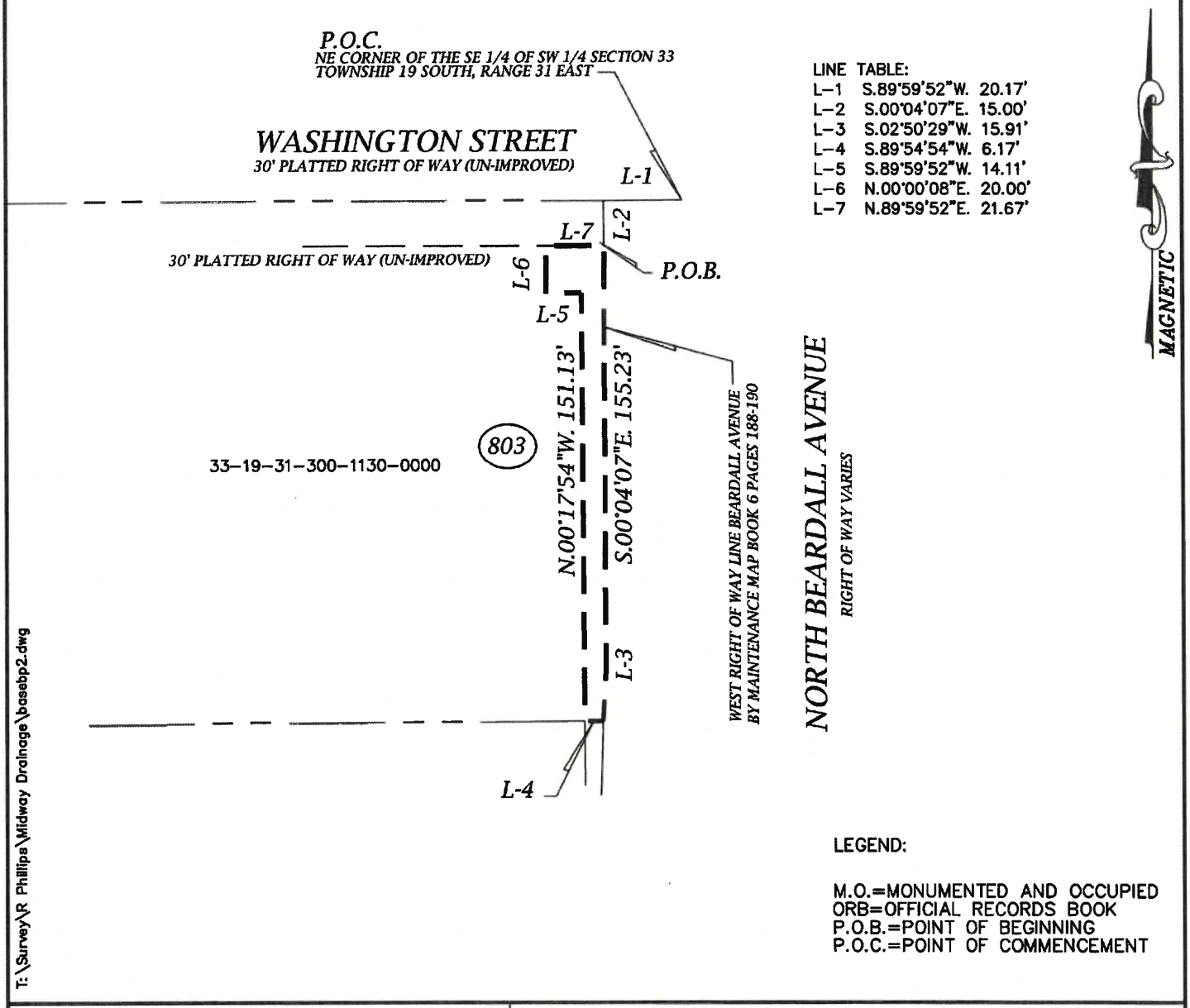
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P803 33-19-31-300-1130-0000

SKETCH OF DESCRIPTION

Scale 1" = 50'



LINE TABLE:

L-1	S.89°59'52"W.	20.17'
L-2	S.00°04'07"E.	15.00'
L-3	S.02°50'29"W.	15.91'
L-4	S.89°54'54"W.	6.17'
L-5	S.89°59'52"W.	14.11'
L-6	N.00°00'08"E.	20.00'
L-7	N.89°59'52"E.	21.67'

LEGEND:

M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

T:\Survey\R Phillips\Midway Drainage\basebp2.dwg

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32771
407-665-5627

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

BY: _____

RAYMOND F. PHILLIPS P.S.M. FLORIDA LICENSE NO. 7015

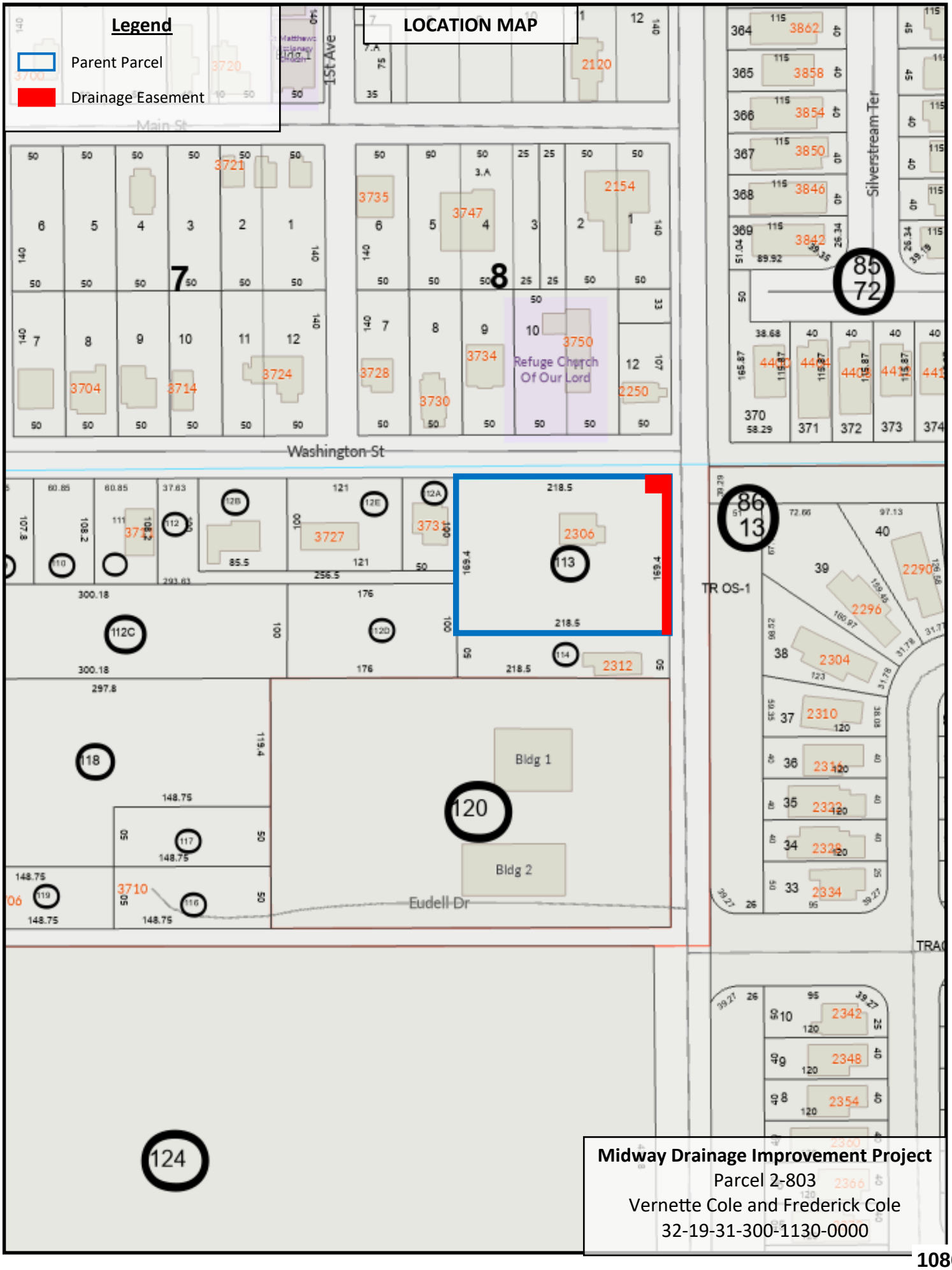
RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE WHICH IS ASSUMED TO BEAR S.89°35'37"W.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

FIELD DATE: n/a	SCALE: 1"=50'
DATE: 04/20/2023	DRAWN BY: RFP
JOB NAME: MIDWAY DRAINAGE	CHECKED BY: RP



Midway Drainage Improvement Project
Parcel 2-803
Vernette Cole and Frederick Cole
32-19-31-300-1130-0000

File Number: 2025-626

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel #108 for property interests needed for the Orange Boulevard Improvement Project (3,465 ± SF) between Dorothy Lavergne Morse and Seminole County for $71,400.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Stephen Koontz, Resource Management Deputy Director

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

This parcel (#108) has been identified as being needed for property interests necessary for the Orange Boulevard Improvement Project. The owner (Dorothy Lavergn Morse / Tax ID #24-19-29-300-0250-0000) of the property located at 5434 Orange Boulevard on the westerly side of Orange Boulevard, approximately 1,900 ± feet north of SR 46, in Sanford, Florida, has agreed to sell and convey said property interests to Seminole County for the sum of $71,400.00 inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary site improvements. The parent property consists of 6.457 ± acres of land. The County's valuation of this acquisition is $42,800.00. A portion of this cost ($16,300) is associated with the damages to the remainder property and the cost to cure to make the owner whole. The County's incentivized binding written offer amount was $51,400.00. A settlement was reached at $71,400.00, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase

Agreement related to Parcel #108 for acquisition of property interests needed for the Orange Boulevard Improvement Project (3,465 ± SF) between Dorothy Lavergn Morse and Seminole County for $71,400.00, as full settlement of any claim for compensation from 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 **DOROTHY LAVERGNE MORSE,** whose address is 5434 Orange Boulevard, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a road project in Seminole County;

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

I. LEGAL DESCRIPTION

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

Parcel I. D. Numbers: 24-19-29-300-0250-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of SEVENTY ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($71,400.00). 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

Edwin R. Barfield
Print Name

Signature

Jamee Barfield
Print Name

DOROTHY LAVERGNE MORSE, Owner

By: Dorothy LaVergne Morse

06/05/2025
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.

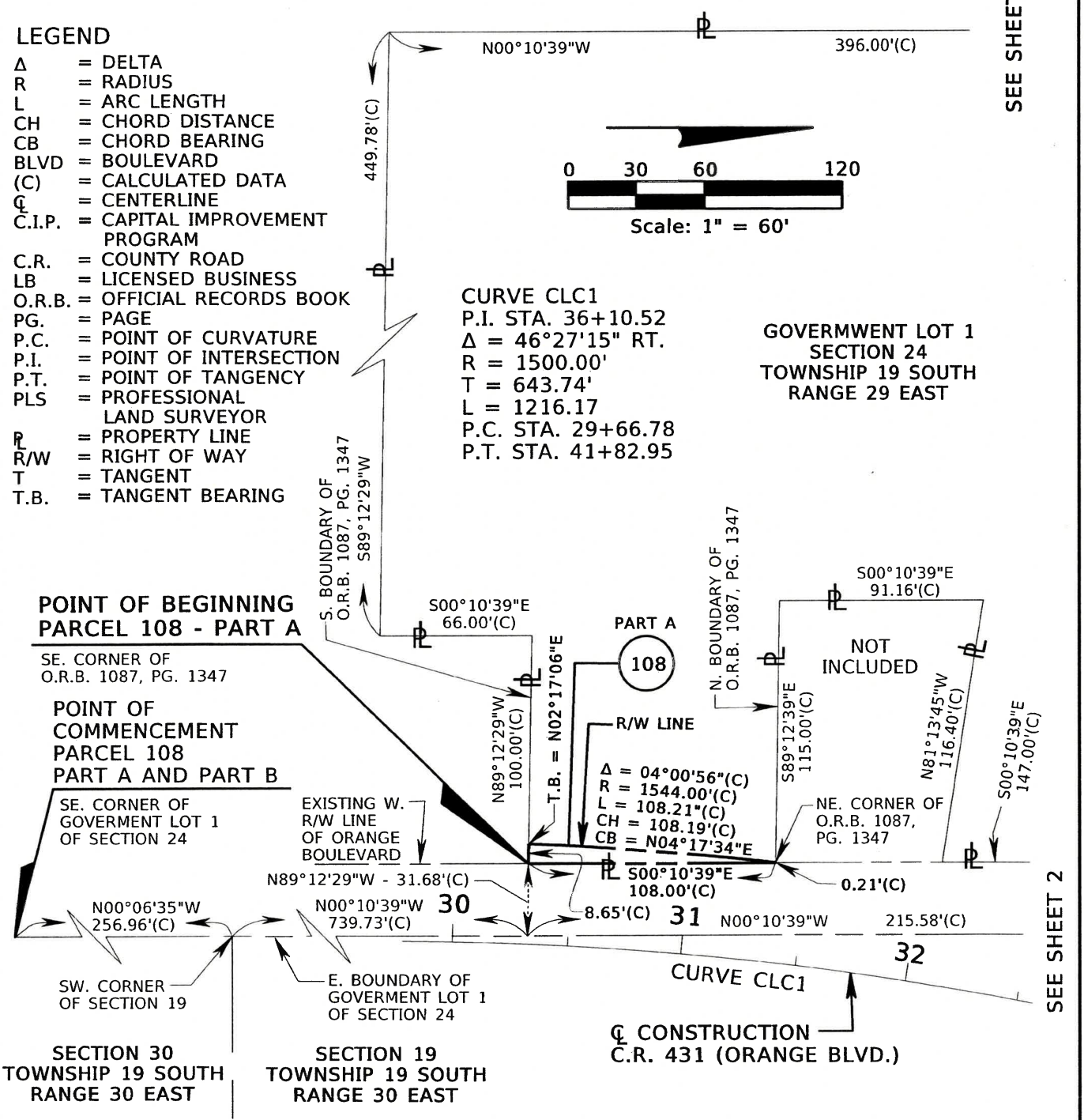
_____
County Attorney

Attachment:
Exhibit "A" – Legal Description and Sketch

GLK/kly
5/23/25
T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Dorothy Lavergne Morse5-23-25.docx

Exhibit "A"

SKETCH OF DESCRIPTION
PARCEL 108 - PART A AND PART B
SEE SHEETS 3 THRU 5 FOR DESCRIPTIONS



REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) — SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	04-15-21
CHECKED	T.STEVENSON	04-16-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS108.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 2, 3, 4 AND 5

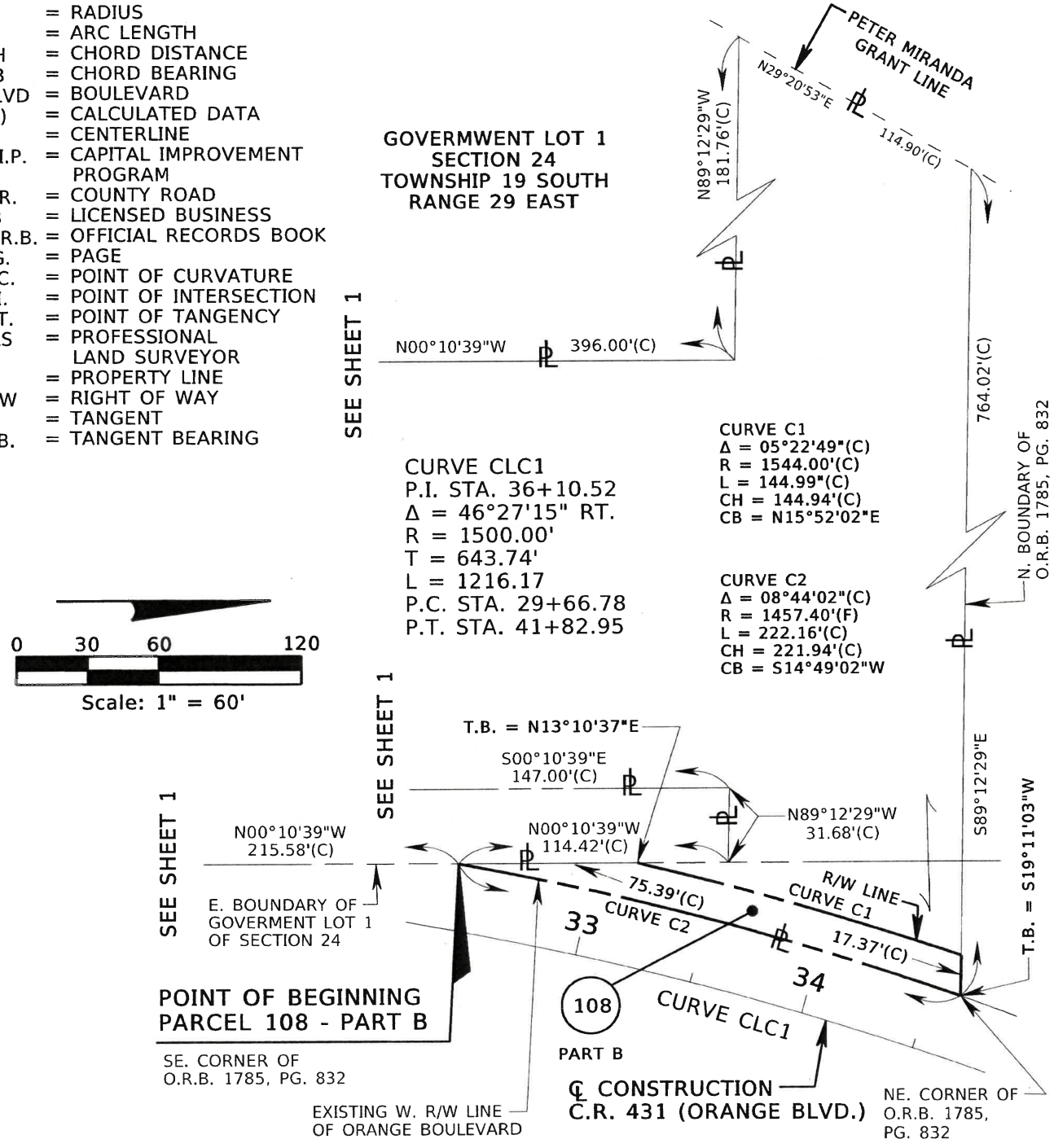
C.I.P. NO. 01785303

SHEET 1 OF 5

SKETCH OF DESCRIPTION
PARCEL 108 - PART A AND PART B
SEE SHEETS 3 THRU 5 FOR DESCRIPTIONS

LEGEND

Δ	=	DELTA
R	=	RADIUS
L	=	ARC LENGTH
CH	=	CHORD DISTANCE
CB	=	CHORD BEARING
BLVD	=	BOULEVARD
(C)	=	CALCULATED DATA
℄	=	CENTERLINE
C.I.P.	=	CAPITAL IMPROVEMENT PROGRAM
C.R.	=	COUNTY ROAD
LB	=	LICENSED BUSINESS
O.R.B.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
P.C.	=	POINT OF CURVATURE
P.I.	=	POINT OF INTERSECTION
P.T.	=	POINT OF TANGENCY
PLS	=	PROFESSIONAL LAND SURVEYOR
ℙ	=	PROPERTY LINE
R/W	=	RIGHT OF WAY
T	=	TANGENT
T.B.	=	TANGENT BEARING



REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	04-15-21
CHECKED	T.STEVENSON	04-16-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS108-2.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1, 3, 4 AND 5

C.I.P. NO. 01785303

SHEET 2 OF 5

LEGAL DESCRIPTION
PARCEL 108 - PART A AND PART B
SEE SHEETS 1 AND 2 FOR SKETCH

PARCEL NO. 108 PART A
RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of the lands described and recorded in Official Records Book 1087, Page 1347, Official Records Book 1785, Page 832 and Official Records Book 3669, Page 707 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, and run North 00°06'35" West, 256.96 feet along the East boundary of said Government Lot 1 to the Southwest corner of Section 19, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°10'39" West, 739.73 feet continuing along said East boundary of Government Lot 1 of Section 24 to a point: thence North 89°12'29" West, 31.68 feet to the Southeast corner of the lands described and recorded in Official Records Book 1087, Page 1347 of the Public Records of Seminole County, Florida, said corner being on the existing West right of way line of Orange Boulevard, for the POINT OF BEGINNING; thence continue North 89°12'29" West, 8.65 feet along the South boundary of said lands to a point on the arc of a circular curve to the right, concave Easterly and having a radius of 1544.00 feet; thence from a tangent bearing of North 02°17'06" East, run Northeasterly, 108.21 feet along the arc of said curve through a central angle of 04°00'56", with a chord distance of 108.19 feet and chord bearing of North 04°17'34" East, to a point on the North boundary of said lands; thence South 89°12'29" East, 0.21 feet along said North boundary to the Northeast corner of said lands and said existing West right of way line of Orange Boulevard; thence South 00°10'39" East, 108.00 feet along said existing West right of way line and the East boundary of said lands returning to said POINT OF BEGINNING.

Containing: 547 Square Feet, more or less.

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

LEGAL DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	04-15-21
CHECKED	T.STEVENSON	04-16-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS108.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1, 2, 4 AND 5

C.I.P. NO. 01785303

SHEET 3 OF 5

LEGAL DESCRIPTION
PARCEL 108 - PART A AND PART B
SEE SHEETS 1 AND 2 FOR SKETCH

PARCEL NO. 108 PART B
RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of the lands described and recorded in Official Records Book 1087, Page 1347, Official Records Book 1785, Page 832 and Official Records Book 3669, Page 707 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Government Lot 1 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, and run North 00°06'35" West, 256.96 feet along the East boundary of said Government Lot 1 to the Southwest corner of Section 19, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°10'39" West, 955.31 feet continuing along said East boundary of Government Lot 1 of Section 24 to the Southeast corner of the lands described and recorded in Official Records Book 1785, Page 832 of the Public Records of Seminole County, Florida, said corner being on the existing West right of way line of Orange Boulevard, for the POINT OF BEGINNING; thence continue North 00°10'39" West, 75.39 feet along said East boundary of Government Lot 1 to a point on the arc of a circular curve to the right, concave Southeasterly and having a radius of 1544.00 feet; thence from a tangent bearing of North 13°10'37" East, run Northeasterly, 144.99 feet along the arc of said curve through a central angle of 05°22'49", with a chord distance of 144.94 feet and chord bearing of North 15°52'02" East, to a point on the North boundary of said lands; thence South 89°12'29" East, 17.37 feet along said North boundary to the Northeast corner of said lands and said existing West right of way line of Orange Boulevard, said corner being on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1457.40 feet; thence from a tangent bearing of South 19°11'03" West, run Southwesterly, 222.16 feet along said existing West right of way line, the East boundary of said lands and the arc of said curve through a central angle of 08°44'02", with a chord distance of 221.94 feet and a chord bearing of South 14°49'02" West, returning to said POINT OF BEGINNING.

Containing: 2918 Square Feet, more or less.

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

LEGAL DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	04-15-21
CHECKED	T.STEVENSON	04-16-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS108.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1, 2, 3 AND 5

C.I.P. NO. 01785303

SHEET 4 OF 5

LEGAL DESCRIPTION
PARCEL 108 - PART A AND PART B
SEE SHEETS 1 AND 2 FOR SKETCH

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the East Boundary of Government Lot 1 of SECTION 24, TOWNSHIP 19 SOUTH, RANGE 29 EAST, Seminole County, Florida, being North 00°10'39" West.

2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

J. THOMAS STEVENSON - PLS
FLORIDA REGISTRATION NUMBER 4460
JONES, WOOD & GENTRY, INC. - LB 1
9645 EAST COLONIAL DRIVE - SUITE 114
ORLANDO, FLORIDA 32817
TELEPHONE: 407-898-7780
DATE: APRIL 16, 2021

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

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

LEGAL DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

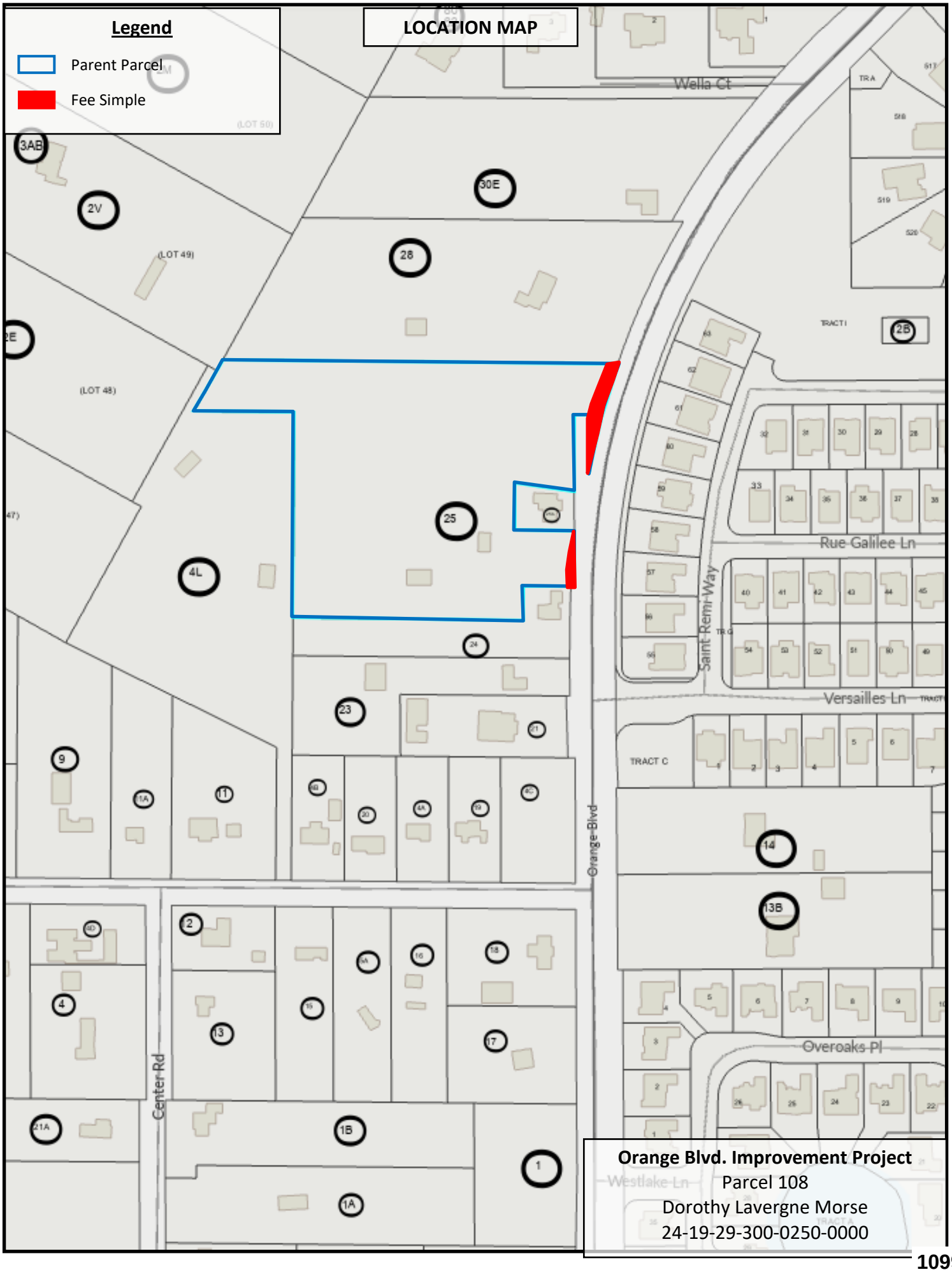
	BY	DATE
DRAWN	C.SCHIELKE	04-15-21
CHECKED	T.STEVENSON	04-16-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS108.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1, 2, 3 AND 4

C.I.P. NO. 01785303

SHEET 5 OF 5


Legend
Parent Parcel
Fee Simple
LOCATION MAP
Wella Ct
Rue Galilee Ln
Saint Remi Way
Versailles Ln
Orange Blvd
Center Rd
Overoaks Pl
Westlake Ln
TRACT C
(LOT 49)
(LOT 48)
3AB
2V
30E
28
25
4L
2B
14
13B
1B
1A
1
Orange Blvd. Improvement Project
Parcel 108
Dorothy Lavergne Morse
24-19-29-300-0250-0000

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-690

Title:

Approve and authorize County Manager to execute the HMGP grant contract, work orders, purchasing contracts and related grant modification documents to acquire property at 409 Whitcomb Drive, Geneva, FL for demolition and absolute flood protection; and approve and authorize the Chairman to execute a Budget Amendment Request (BAR) 25-047 through the FEMA Federal Mitigation Grant Funds in the amount of $1,373,812.53. District2 - Zembower **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Kathryn Valentine/407-665-1012

Background:

In December 2023 the Board approved the HMGP grant application for the purpose of absolute flood protection of the property at 409 Whitcomb Drive, Geneva, FL 32724 through the acquisition and demolition of the home structure at this site. FEMA has awarded the County an HMGP contract for $1,373,812.53 to complete the acquisition and demolition of the property. Sub-Recipient Management Costs are included in this project in the amount of $65,205.03. The owner will be obligated to commit $436,202.50 to the total project cost of $1,744,810.00. BAR 25-047 in the amount of $1,373,812.53 will appropriate the budget for this project.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute the HMGP grant contract, work orders, purchasing contracts and related grant modification documents to acquire property at 409 Whitcomb Drive, Geneva, FL for demolition and absolute flood protection; and approve and authorize the Chairman to execute a

Budget Amendment Request (BAR) 25-047 through the FEMA Federal Mitigation Grant Funds in the amount of $1,373,812.53.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Seminole County
PROJECT #:	4673-184-R
PROJECT TITLE:	Seminole County, Whitcomb Drive Acquisition #2, Acquisition
CONTRACT #:	H1172
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kathryn Valentine Mitigation Coordinator 150 Eslinger Way Sanford, Florida 32773

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at Margaret.Mulder@em.myflorida.com.

Agreement Number: **H1172**

Project Number: **4673-184-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	Seminole County
Sub-Recipient's unique entity identifier (UEI/FEIN):	JPJLF4QHYR13/59-6000856
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	January 14, 2025
Subaward Period of Performance Start and End Date:	December 1, 2022 – January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$1,311,498.03
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$1,373,812.53
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$1,373,812.53
Federal award project description (see FFATA):	Acquisition
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Margaret.Mulder@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Margaret Mulder
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-583-6215
Email: Margaret.Mulder@em.myflorida.com

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

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

   Kathryn Valentine
   Mitigation Coordinator
   150 Eslinger Way
   Sanford, Florida 32773
   Telephone: 407-665-1012
   Email: kvalentine@seminolecountyfl.gov

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on December 1, 2022 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

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

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$1,311,498.03**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

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

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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

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

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

ii. Participation of the individual in the travel is necessary to the Federal award.

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

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

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

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

(10) <u>RECORDS</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

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

(15) DEFAULT

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

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

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

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

(18) PROCUREMENT

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

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

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

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

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

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

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

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

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

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

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: SEMINOLE COUNTY

By: Please see next page for signatures.

Name and Title:_____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

SEMINOLE COUNTY

By:_____
Darren Gray, County Manager

Date:_____

As authorized for execution by the Board of County Commissioners at its July 22, 2025, regular meeting.

For the use and reliance of
Seminole County only

Approved as to form and
legal sufficiency.

_____
County Attorney

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$1,311,498.03**

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

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

Federal Program:

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

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to acquire property in Geneva, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-184-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisition activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to mitigate a single-family residential property located at 409 Whitcomb Drive, Geneva, Florida 32732.

The scope of work proposes to acquire and demolish the two-story structure built on a slab-on grade foundation with a total living area of 5,433 square feet. The pool shall be demolished and filled. Demolition activities include the removal of the foundation at least one foot below the finish grade, removal of utilities, septic tank, and underground improvements. All associated debris shall be removed to an approved landfill following demolition. The subject structure, located within the Special Flood Hazard Area (SFHA) on an AE Zone, has a record of historical flood damages and is susceptible to reoccurring flooding due to its location next to Lake Harney, which is part of the St. Johns River basin. The proposed acquisition project intends to permanently eliminate the risk of future flood damage and prevent health and safety risks for homeowners.

Mitigation activities shall include the removal of all associated debris to clear the site and the land to be converted into open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	409 Whitcomb Drive, Geneva, FL 32732	(28.7427025, -81.0830974)

TASKS & DELIVERABLES:

A) Tasks

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

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

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or another approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

   a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.

   b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

c) Copy of Warranty Deeds.

d) Letter verifying that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements if any asbestos containing materials, lead-based paint, or other hazardous materials were found during construction activities.

e) Letter verifying if any potentially hazardous waste, universal waste, or hazardous materials were encountered during project activities, and if so, how they were handled, managed, and disposed of in accordance with the requirements of local, state, and federal regulations, to include the site of disposal.

f) Letter or verification letter showing construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.

g) Letter verifying all demolition debris was disposed of in a manner consistent with FDEP regulations.

h) A copy of local floodplain permit or notification of No Permit Required (NPR) from the local floodplain administrator prior to project commencement.

i) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement on a quarterly basis. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

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

and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

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

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

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

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include (per property):

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

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of acquiring, demolishing, and removing debris from property located in Geneva, Florida, to include the two-story structure built on a slab-on grade foundation with a total living area of 5,433 square feet.

Mitigation activities shall include the removal of all associated debris to clear the site and the land to be converted into open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient should submit a copy of the Warranty Deed.
4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
3) If ground disturbing activities occur during construction, the sub-recipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
5) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
6) The Sub-Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, lead-based paint, laboratory reagents, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.

Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) If any asbestos containing material, lead-based paint, or other hazardous materials are found during the implementation of the project, the Sub-Recipient must comply with all federal, state, and local abatement and disposal requirements. Coordination with the Florida Department of Environmental Protection (FDEP) Division of Air Resource Management or the local pollution control agency prior to any demolition or renovations of buildings that contain asbestos or asbestos containing material is required. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

8) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

9) The Sub-Recipient shall ensure that all demolition debris is disposed of in a manner consistent with FDEP regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191. The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.

7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure

that each property use is consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.

10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).

11) The Sub-Recipient shall remove incompatible facilities by demolition or by relocation outside the hazard area within 90 days of settlement of the property transaction, in conformance with 44 CFR Section 80.17 (d).

12) The Sub-Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

13) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing.

14) The Sub-Recipient will record each property purchased on the applicable quarterly report, when the property was acquired; and shall be reported by the property Identification number (ID#) from the Project Overview section of this document, and the applicable address.

15) The Sub-Recipient shall provide the following documentation for each property:

    a) An executed **Declaration and Release** Form (FEMA Form FF-104-FY-21-128).

    b) An executed **Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space** Form (FEMA Form FF-104-FY-21-124).

    c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.

    d) A recorded copy of the Property Deed conveying full property interest to Seminole County. This deed must include the necessary elements of **"FEMA Model of Deed Restriction"** language with all required deed restrictions.

    e) A National Flood Insurance Program (NFIP) Repetitive Loss Update Worksheet (FEMA AW-501) for any property that is identified in the FEMA Repetitive Loss Database.

    f) Project specific information relating to duplication of benefits, as applicable.

16) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

17) Special Flood Hazard Area (SFHA): Any area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a FIRM as Zone of A, AO, A1–A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1–A30, V1–V30, VE, or V. Per the National Flood Insurance Program (NFIP) regulations, if your property is within the Special Flood Hazard Area, where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies and shall be provided for closeout.

18) All closeout documentation shall be delivered to the Division 30 days prior to the Period of Performance (POP) date.

19) Special Conditions required on implementation of project:

    a) EO 11988 CONDITION: The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition**: Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **EO 11990 CONDITION:** Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11990 – Wetlands **Monitoring Required: No**

c) **RCRA CONDITION:** The Sub-Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, lead-based paint, laboratory reagents, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Disposal Act (RCRA) **Monitoring Required: No**

d) **SHM&SW CONDITION**: If any asbestos containing material, lead-based paint, or other hazardous materials are found during implementation of the project, the Sub-Recipient must comply with all federal, state, local abatement and disposal requirements. Coordination with the FDEP Division of Air Resource Management or the local pollution control agency PRIOR to any demolition or renovations of buildings that contain asbestos or asbestos-containing materials is required. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** State Hazardous Materials and Solid Waste Laws Monitoring **Required: No**

e) **SHM&SW CONDITION:** The Sub-Recipient shall ensure that all demolition debris is disposed of in a manner consistent with FDEP regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** State Hazardous Materials and Solid Waste Laws **Monitoring Required: No**

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

21) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

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

This is FEMA project number **4673-184-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on January 14, 2025; with a Pre-Award date of December 1, 2022; the Period of Performance for this project shall end on **January 31, 2028.**

F) FINANCIAL CONSEQUENCES:

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

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

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Title Search, Deed Restriction/Recording:	3	Months
Asbestos Test, Abatement:	3	Months
Environmental, Permitting, Bidding:	3	Months
Demolition/Site Grading/Landscaping:	9	Months
Local Inspections Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,597,000.00	$1,197,750.00	$399,250.00
Labor:	$15,064.00	$11,298.00	$3,766.00
Fees:	$49,110.00	$36,832.50	$12,277.50
**Pre-Award:	$550.00	$412.50	$137.50
Initial Agreement Amount:	**$1,661,724.00**	**$1,246,293.00**	**$415,431.00**
***Contingency Funds:	$83,086.00	$62,314.50	$20,771.50
Project Total:	**$1,744,810.00**	**$1,308,607.50**	**$436,202.50**
****SRMC**			
SRMC:	$65,205.03	$65,205.03	
SRMC Total:	**$65,205.03**	**$65,205.03**	

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

***This project has a Pre-Award, approved by FEMA in the amount of $550.00 project costs with a start date of **December 1, 2022**.*

****** **This project has an estimated $83,086.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

******** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $65,205.03 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

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

Funding Summary Totals

Federal Share:	$1,308,607.50	(75.00%)
Non-Federal Share:	$436,202.50	(25.00%)
Total Project Cost:	**$1,744,810.00**	**(100.00%)**

SRMC (100% Federal)	$65,205.03

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

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

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

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

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

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

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

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

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

Attachment C

Statement of Assurances

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

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

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

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

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

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

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

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

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

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

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

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

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

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

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

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

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Seminole County

REMIT ADDRESS: Comptroller's Office and Clerks Finance, 91 Eslinger Way

CITY: Sanford STATE: Florida ZIP CODE: 32773

PROJECT TYPE: Acquisition PROJECT #: 4673-184-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1172

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

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

SUB-RECIPIENT: Seminole County PAYMENT #:

PROJECT TYPE: Acquisition PROJECT #: 4673-184-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1172

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

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: SEMINOLE COUNTY

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

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Seminole County **PROJECT #:** 4673-184-R

PROJECT TYPE: Acquisition **CONTRACT #:** H1172

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

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

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC):

Signature: Phone:

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

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

SEMINOLE COUNTY
Sub-Recipient's Name

H1172
DEM Contract Number

4673-184-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4673-184-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 1,311,498.03

OBLIGATION/ACTION DATE: January 14, 2025

SUBAWARD DATE (if applicable): _____

UEID/SAM#: JPJLF4QHYR13

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

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

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

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The scope of work proposes to acquire and demolish the two-story structure built on a slab-on grade foundation with a total living area of 5,433 square feet. The pool shall be demolished and filled. Demolition activities include the removal of the foundation at least one foot below the finish grade, removal of utilities, septic tank, and underground improvements. All associated debris shall be removed to an approved landfill following demolition. The subject structure, located within the Special Flood Hazard Area (SFHA) on an AE Zone, has a record of historical flood damages and is susceptible to reoccurring flooding due to its location next to Lake Harney, which is part of the St. Johns River basin. The proposed acquisition project intends to permanently eliminate the risk of future flood damage and prevent health and safety risks for homeowners.

Mitigation activities shall include the removal of all associated debris to clear the site and the land to be converted into open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

   Yes ☐ No ☒

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

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

   Yes ☐ No ☐

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

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

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: Darren Gray, County Manager

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

__Darren Gray, County Manager_ _____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

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

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

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

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

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

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

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Darren Gray
Signature:	
Title:	County Manager
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

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

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

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-047**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management

Fund(s): 11933 Hazard Mitigation Fund

RM Recommendation	
A. Evanovich	7/8/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
To apropriate funding in the Hazard Mitigation Fund in the amount of $1,373,813 for Whitcomb acquitision.

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	11933	10025003	331510		DISASTER RELIEF (FEMA)		3315100001	1,373,812.53
Revenue								
Revenue								
Revenue								
						Total Sources		**1,373,812.53**
Expenditure	11933	10025003	530340		OTHER SERVICES		3409999912	1,246,293.00
Expenditure	11933	10025003	530490		OTHER CHARGES/OBLIGATIONS		4900561009	65,205.03
Expenditure	11933	10025003	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	62,314.50
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		1,373,812.53
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**1,373,812.53**

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

Agenda Memorandum

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

File Number: 2025-686

Title:

Approve and authorize the County Manager to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for the Septic Upgrade Incentive Project for $2,222,222.22; and approve and authorize the Chairman to execute a Budget Amendment Request (BAR) 25-048 through the Environmental Services Grant Fund in the amount of $10,772.22 to appropriate the increase in the budget. Countywide **(Kim Ornberg, Director of Environmental Services)**

Division:

Environmental Services - Water Quality and Water Policy

Authorized By:

Kim Ornberg, Director of Environmental Services

Contact/Phone Number:

Keeli Carlton/407-665-5798

Background:

The Florida Springs and Aquifer Protection Act (2016) identified Outstanding Florida Springs (OFS) and required the implementation of water quality protections and improvements for these springs. Seminole County is within two OFS spring basins: Wekiwa and Gemini. The Florida Department of Environmental Protection (FDEP) has determined that conventional septic tanks are a major contributor of nutrients (primarily nitrogen) to these and other OFS. FDEP is requiring local governments to develop plans to remove and replace these systems with either centralized sanitary sewer connections (septic to sewer) or Advanced Onsite Sewage Treatment and Disposal Systems (OSTDS), i.e., enhanced septic tank systems, which will significantly reduce nitrogen concentrations reaching the springs.

The FDEP Standard Grant Agreement (Agreement) provides the County with $2.2M to develop a Septic Upgrade Incentive Program (Program) to encourage and assist homeowners located within the OFS with conversion from conventional septic systems to Advanced OSTDS. It allows up to $10,000 assistance for each individual homeowner towards the upgrade of their system, as well as funding for the

management and implementation of the County Program. The cost of the enhanced system ranges from $9,000 to $25,000. This grant cannot be used for septic to sewer connections.

The grant funding was appropriated in the FY25 adopted budget; however, the Agreement is in the amount of $2,222,222.22, which is $10,772 above the adopted budget. BAR 25-048 will appropriate the increase in the budget. The grant period ends on December 31, 2027, and there is no match requirement.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for the Septic Upgrade Incentive Project for $2,222,222.22; and approve and authorize the Chairman to execute a Budget Amendment Request (BAR) 25-048 through the Environmental Services Grant Fund in the amount of $10,772.22 to appropriate the increase in the budget.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Seminole County Septic Upgrade Incentive Project**

Agreement Number: **L0125**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Seminole County Board of County Commissioners**

Entity Type: **Local Government**

Grantee Address: **1101 East First Street, Sanford, FL 32771**

FEID: **59-6000856**

(Grantee)

3. Agreement Begin Date: **July 1, 2024**

Date of Expiration: **December 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.8108, -81.2554).**

Project Description: **The Grantee will develop a Septic Upgrade Incentive Program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements.**

5. Total Amount of Funding: **$ 2,222,222.22**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**SUIP, GAA LI 1670B, FY 22-23, LATF**	$ **2,222,222.22**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **2,222,222.22**

6. Department's Grant Manager

Name: **Sarah Louissaint** or successor

Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**

Phone: **850-245-2916**

Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Keeli Carlton** or successor

Address: **200 W. County Home Rd, Sanford, FL 32773**

Phone: **407-665-5798**

Email: **kcarlton@seminolecountyfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Seminole County Board of County Commissioners **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Darren Gray, County Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

Witnesses:

_____

Signature

_____

Print Name

_____

Signature

_____

Print Name

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

_____

County Attorney

DWRA Additional Signatures

_____
Sarah Louissaint, DEP Grant Manager

_____
Nathan Jagoda, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0125

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Seminole County Septic Upgrade Incentive Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2)

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Seminole County Septic Upgrade Incentive Project

PROJECT LOCATION: The Project will be located in Seminole County; Lat/Long (28.8108, -81.2554)

PROJECT BACKGROUND: Pursuant to the Florida Springs and Aquifer Protection Act (2016) and resulting Basin Management Action Plans (BMAPs) the Grantee has/will complete a Wastewater Feasibility Analysis to determine when central sewer is the appropriate solution, and where connecting to central sewer is not indicated, will determine a solution to reduce nutrients to the springshed areas.

PROJECT DESCRIPTION: Based on the results of the Wastewater Feasibility Analysis performed by Seminole County (Grantee), the Grantee will develop a Septic Upgrade Incentive Program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements. Where the Feasibility Analysis does not indicate connection to sewer, the incentive program will offset a portion of homeowner costs by providing homeowners or certified septic system installers and licensed plumbers with up to $10,000 after the installation of enhanced nitrogen-reducing features to existing septic systems located in BMAP Priority Focus Areas within Seminole County that are pre-approved by the Department. This project includes funding for Grant Administration staff.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Septic Upgrade Incentives

Deliverables: The Grantee will provide incentive payments to eligible recipients of up to $10,000 per installation to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements within parts of the county approved by the Department. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying OSTDS enhancements along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and type of septic upgrade completed; and 3) copies of invoices for the upgrades by a registered septic installer or licensed plumber. For the final documentation, the Grantee will also submit an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Grant Administration

Deliverables: The Grantee will provide grant administration services related to Task 1, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Septic Upgrade Incentives	Miscellaneous/ Other Expenses	$2,000,000.00	07/01/2024	06/30/2027
2	Grant Administration	Contractual Services	$222,222.22	07/01/2024	06/30/2027
		Total:	$2,222,222.22		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1670B	$2,222,222.22	143280
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,222,222.22	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-048**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Environmental Services/Water Quality

Fund(s): 11940 Environmental Services Grants

RM Recommendation	
G Woodring	7/8/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
To Increase budget for the FDEP Septic Upgrade Incentive Project to match the contract amount.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11940	02509031	334392		Other Physical Environment		3921130101	10,772.22
Revenue								
Revenue								
Revenue								
						Total Sources		**10,772.22**
Expenditure	11940	02509031	530340		Other Services		6500438018	2,000,000.00
Expenditure	11940	02509031	530490		Admin Fees Grants-Env Svcs		4900878303	222,222.22
Expenditure	11940	02509031	580821		Aid to Private Organization		6500438018	(1,990,305.00)
Expenditure	11940	02509031	530490		Grant Admin Fees Env SVCS		1060556003	(221,145.00)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		10,772.22
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**10,772.22**

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

Agenda Memorandum

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

File Number: 2025-709

Title:

Budget Work Session - Cont

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-677

Title:

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

The Truth In Millage (TRIM) process informs taxpayers, and the public of the legislative process local authorities must comply with in determining ad valorem (property) taxes.

Section 200.065, Florida Statutes and Florida Administrative Code 12D-17.003 requires that each taxing authority certify to the Property Appraiser their current year millage rates, the proposed millage rates, the rollback rates, and the date, time, and place of the first public hearing within 35 days of certification of taxable values (August 4th, 2025). This information is mailed by the Property Appraiser's Office no later than August 24th to each property owner via the "Notice of Proposed Property Taxes" (TRIM Notice) and serves as the notification for the First Public Hearing to tentatively adopt the budget. The second public hearing date is set at the Tentative Budget Hearing and is advertised pursuant to Florida Statutes in a newspaper of general circulation.

Public Hearings are proposed as follows:

1st Public Hearing - Wednesday, September 10, 2025, at 5:30pm, BCC Chambers in accordance with federal, state, and county directives.

2nd Public Hearing - Tuesday, September 23, 2025, at 5:30pm, BCC Chambers in accordance with federal, state, and county directives.

Proposed Budget and Millage Rates:

Pursuant to Florida's "Truth In Millage" law, a tax increase occurs when the adopted millage rate exceeds the rollback rate. The rollback rate essentially generates the same property tax revenue for each taxing authority as was levied during the previous fiscal year; exclusive of new construction and voted debt. Any rate over the rollback rate is considered a tax increase and must be noticed and announced as such.

The rollback ad valorem tax rate is predicated on changes to existing properties. Countywide property values for FY 2025/26 grew by 7.03% with 5.62% of this growth associated with the reappraisal of existing properties and 1.41% for new construction.

The budget includes an increase in the General County Millage Rate to 5.3751 mills, which is a 0.5 mill adjustment over the prior year adopted millage rate of 4.8751 mills.

The budget is proposing the same millage rates for the Fire/Rescue MSTU at 2.7649 mills and the Unincorporated Road MSTU at 0.1107 mills as was established in the prior year.

The FY 2025/26 Proposed Budget for Seminole County is balanced as required by State law.

In aggregate, the millage rate for all BCC taxing districts is 7.3663 which is a 12.7% increase over the current year aggregate rolled back rate of 6.5363 mills. This increase is due primarily to additional ad valorem revenue to be received in the General Fund from the millage adjustment. Revenue is estimated to grow by $41.7M for Countywide General services, $174K for the Unincorporated Road District; and $6.2M for the Fire District over the prior year adopted amounts.

Requested Action:

Staff requests the Board approve the Fiscal Year 2025/26 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2025/26 County Budget.

Truth In Millage "TRIM' Millage Rates

Rolled-back millage rates, proposed millage rates and the percentage increase/decrease over rolled-back millage rates for each millage levy of Seminole County Government are summarized in the following table:

	FY25 CURRENT MILLAGE	FY26 ROLLBACK RATE	FY26 PROPOSED MILLAGE	% INCREASE OVER ROLLBACK
COUNTYWIDE				
General County Millage	**4.8751**	**4.6168**	**5.3751**	**16.42%**
SPECIAL DISTRICTS				
Fire/Rescue MSTU	**2.7649**	**2.6226**	**2.7649**	**5.43%**
Unincorporated Road MSTU	**0.1107**	**0.1051**	**0.1107**	**5.33%**
TOTAL BCC Millage	**7.7507**	**N/A**	**8.2507**	**N/A**

General County Millage

Countywide millage is assessed against all taxable property in the County to support general governmental activities of the County.

Fire Protection Millage

The County levies a dependent special district millage for the operation of a municipal services taxing unit for the provision of fire and emergency medical services which covers the unincorporated (i.e., outside of municipal limits) area of the County and the incorporated limits of Altamonte Springs, Winter Springs, and Casselberry.

Unincorporated Roads Millage

The County levies a dependent special district millage for the provision of transportation services in the unincorporated (i.e., outside of municipal limits) area of the County.

The proposed "aggregate" millage rate for all BCC taxing districts is 7.3663 mills, which represents an 12.70% increase over the current year "aggregate" rolled-back millage rate of 6.5363 mills.

Note: The aggregate millage rate is based on a statutory formula that divides the sum of all property taxes levied by the Seminole County BCC (Countywide, Road District MSTU and Fire District MSTU) by the total countywide taxable value. The current year aggregate millage rate (based on proposed property taxes to be levied) is divided by the rolled back aggregate millage rate (based on prior year property taxes levied adjusted for CRA incremental values and payments) to determine the statutory increase in proposed taxes to be levied by the BCC. Florida's "Truth in Millage" or TRIM process requires the aggregate tax increase to be publicly announced at the September budget hearings to adopt the tentative and final millage rates.

FY 2025/26 Ad Valorem Revenues & Millage Rates
(DR420 Certification of Taxable Values - July 1, 2025)

DISTRICT	FY 2025/26 Taxable Growth	Millage Rate	Versus Current Rate	Preliminary Taxable Value	Ad Valorem Estimate	Comparison To FY 2024/25 — FY 2024/25 Adopted Ad Valorem At 96%	FY 2025/26 vs Adopted	FY 2024/25 Final Value Ad Valorem Estimate	FY 2025/26 vs Final Value
General Fund	**7.03%**								
Current		**5.3751**	**0.0000**	**57,409,983,507**	**293,155,182**	251,420,000	41,735,182	251,039,453	42,115,729
Rolled Back		4.6168	(0.7583)	57,409,983,507	251,797,891	251,420,000	377,891	251,039,453	758,438
HB1B Majority Vote		4.9932	(0.3819)	57,409,983,507	272,326,553	251,420,000	20,906,553	251,039,453	21,287,100
HB1B Two-Thirds Vote		5.4925	0.1174	57,409,983,507	299,558,118	251,420,000	48,138,118	251,039,453	48,518,665
Unincorporated Roads	**6.30%**								
Current		**0.1107**	**0.0000**	**28,183,801,221**	**2,995,149**	2,821,000	174,149	2,817,508	177,641
Rolled Back		0.1051	(0.0056)	28,183,801,221	2,843,633	2,821,000	22,633	2,817,508	26,125
HB1B Majority Vote		0.1194	0.0087	28,183,801,221	3,230,540	2,821,000	409,540	2,817,508	413,032
HB1B Two-Thirds Vote		0.1313	0.0206	28,183,801,221	3,552,512	2,821,000	731,512	2,817,508	735,004
Fire District	**6.29%**								
Current		**2.7649**	**0.0000**	**40,216,459,607**	**106,746,710**	100,591,000	6,155,710	100,431,266	6,315,444
Rolled Back		2.6226	(0.1423)	40,216,459,607	101,252,819	100,591,000	661,819	100,431,266	821,553
HB1B Majority Vote		2.7409	(0.0240)	40,216,459,607	105,820,122	100,591,000	5,229,122	100,431,266	5,388,856
HB1B Two-Thirds Vote		3.0150	0.2501	40,216,459,607	116,402,521	100,591,000	15,811,521	100,431,266	15,971,255
Total Ad Valorem Taxes					**402,897,041**	**354,832,000**	**48,065,041**	**354,288,227**	**48,608,814**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-698

Title:

Approve the District 4 appointment of Tyler Winik to the Historical Commission for a term of 1/1/2025 - 12/31/2026.

Chapter 100 - HISTORICAL COMMISSION

Sec. 100.1. - Creation of Historical Commission.

There is hereby created the Seminole County Historical Commission.

(Ord. No. 82-7, § 1, 4-6-82; Ord. No. 85-14, § 1, 4-2-85)

Sec. 100.2. - Appointment, qualifications and compensation.

The Historical Commission shall consist of 15 members, all of whom shall be selected by and serve at the pleasure of the Board of County Commissioners with three members being appointed by each District Commissioner.

(a) The members shall serve two year terms to run concurrently with the calendar year.

(b) One or more members of the Board of County Commissioners may be selected to serve as members of the Historical Commission.

(c) In selecting citizens to serve on the Historical Commission, the Board of County Commissioners shall consider the interest of such citizens in the history and cultural lore and development of Seminole County.

(d) The chairman of the Historical Commission shall be named by the Seminole County Historical Commission.

(e) The members of the Historical Commission shall receive no compensation.

(Ord. No. 82-7, § 2, 4-6-82; Ord. No. 85-14, § 2, 4-2-85; Ord. No. 88-13, § 1, 10-11-88)

Sec. 100.3. - Time and place of meetings; adoption of rules and procedures.

As soon as practicable after this Chapter becomes effective, the Historical Commission shall meet at an appropriate place and shall arrange a time for holding regular meetings as shall be necessary, and the Historical Commission may adopt such rules of organization and procedure as it may deem necessary and determine the duties of its members and employees. The Historical Commission may, when necessary, appoint a person, without compensation, to be known as "County Historian".

(Ord. No. 82-7, § 3, 4-6-82; Ord. No. 85-14, § 3, 4-2-85)

Sec. 100.4. - Duties of Historical Commission.

It shall be the duty of the Historical Commission to advise the Seminole County Board of County Commissioners on matters of historical interest concerning Seminole County that would allow the Seminole County Board of County Commissioners to carry out the following duties:

(a) Collect, arrange, record and preserve historical material and data, including books, pamphlets, maps, charts, manuscripts, family histories, U. S. census records, papers and other objects and material illustrative of and relating to the history of Seminole County and of Florida; and

(b) To procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements; and

(c) To collect material of every description relative to the history of its Indian tribes and wars, and relative to its military, its schools and churches, industry and public and private professions and occupations.

(Ord. No. 82-7, § 4, 4-6-82; Ord. No. 85-14, § 4, 4-2-85)

Sec. 100.5. - Advisory Functions of Historical Commission.

The advisory functions of the Historical Commission are:

(a) The Historical Commission may recommend to the Seminole County Board of County Commissioners upon its own initiative or upon petition of municipalities or historical societies, that Seminole County mark by proper monuments, tablets or markers, the location of forts, Indian mounds, villages, camps or other places in Seminole County where historical events have occurred.

(b) The Historical Commission may recommend that Seminole County acquire, restore, protect and preserve properties, sites, locations and places relative and pertinent to the history of Seminole County and Florida.

(c) The Historical Commission may recommend, on its own initiative, that the Seminole County Board of County Commissioners on special occasions, or in conjunction with national, state and local holidays, promote, arrange, produce and conduct, expositions, celebrations and educational programs, concerning and touching upon the historical occasions, achievements and Pioneer Days of the people, citizens, local governments of Seminole County, the State of Florida and the United States of America, the colonists, and the founding fathers.

(d) The Historical Commission may recommend that the Seminole County Board of County Commissioners, co-sponsor, promote, assist and jointly conduct historic site surveys, expositions, commemorations and celebrations, in conjunction and in cooperation with local, state and national societies, organizations and governmental agencies.

(e) The Historical Commission may recommend that the Seminole County Board of County Commissioners publish and distribute books, pamphlets, newsletters and other publications, concerning national, state, county and local history, archaeology, historical genealogy, government institutions and societies, and concerning the programs, work, duties and operation of the Historical Commission.

(f) The Historical Commission may promote and assist in the creation, program and work of local historical, archaeological and genealogical societies.

(g) The Historical Commission may recommend that the Seminole County Board of County Commissioners, create, operate and maintain museums and public displays of archives and artifacts for the education of the general public and citizens of Seminole County.

(Ord. No. 82-7, § 5, 4-6-82; Ord. No. 85-14, § 5, 4-2-85)

Sec. 100.6. - Expenses of Historical Commission

The Board of County Commissioners is hereby authorized to pay the expenses of the Historical Commission out of the general fund of the County.

(Ord. No. 82-7, § 6, 4-6-82; Ord. No. 85-14, § 6, 4-2-85)

Sec. 100.7. - Depository of materials.

The Board of County Commissioners is hereby authorized to provide suitable and adequate space as a repository for the findings, collections and other material of the Historical Commission.

(Ord. No. 82-7, § 7, 4-6-82; Ord. No. 85-4, § 7, 4-2-85)

Sec. 100.8. - Historical Commission Trust Fund Account.

There is hereby created a Seminole County Historical Commission Trust Fund Account.

(a) The Trust Fund Account may accept and disburse gifts, grants and awards made to the Seminole County Historical Commission.

(b) The Trust Fund Account is to be self-perpetuating from year-to-year unless abolished by the Board of County Commissioners.

(c) The Trust Fund Account shall be for the use of Seminole County for purposes consistent with this Chapter.

(d) Said gifts, grants and awards received from public and private donors shall be deposited in the Historical Commission Trust Fund Account herein created, and shall at all times be kept separate and apart from the general funds of the County such that they will inure to the use and benefit of the Historical Commission from time to time and from year to year.

(e) Gifts, grants and awards not immediately used may be invested and reinvested to earn interest for increment in such investments and securities as may be permitted by law.

(f) The Board of County Commissioners shall in its discretion determine a suitable bank or other repository for said funds, and shall approve same by resolution.

(g) Funds not expended at the close of any fiscal year shall be carried forward into the next year.

(h) Gifts, grants and awards to the said Historical Commission Trust Fund Account shall be received by the Seminole County Historical Commission, and delivered to the Seminole County Clerk of the Circuit Court, who shall deposit them as determined by subsection (f) of this Section. Said gifts, grants and awards shall be expended by the Clerk only upon receipt of a resolution duly adopted by the Seminole County Board of County Commissioners.

(i) Any gifts, grants or awards received subject to a condition shall be expended strictly in accordance with such condition.

(j) The books and records of the said Historical Commission Trust Fund Account shall at all times be open to public inspection; and shall be subject to county and state audit as required by law.

(Ord. No. 82-7, § 8, 4-6-82; Ord. No. 85-14, § 8, 4-2-85)

Sec. 100.9. - Repeal of previous actions pertaining to Historical Commission.

Seminole County Ordinance No. 82-7 is hereby repealed, however the membership of the Historical Commission as composed on the effective date of this Ordinance shall continue to serve as a member until their current terms expire.

(Ord. No. 82-7, § 9, 4-6-82; Ord. No. 85-14, § 9, 4-2-85)

Historical Commission Members

Name	Term	Appointed By
Paul Zuromski	1/1/25-12/31/26	District 1
Eunice Mann	1/1/25-12/31/26	District 1
Judith Smith	1/1/25-12/31/26	District 1
Jean Jonas	1/1/25-12/31/26	District 2
Deborah Bauer	1/1/25-12/31/26	District 2
Kathryn Townsend	1/1/25-12/31/26	District 2
Rosalie Cook	1/1/25-12/31/26	District 3
Lynn Dictor	1/1/25-12/31/26	District 3
Donna Bundy	1/1/25-12/31/26	District 3
Vacant	1/1/25-12/31/26	District 4
Carmen Bierman	1/1/25-12/31/26	District 4
Vacant	1/1/25-12/31/26	District 4
Marjorie Smith	1/1/25-12/31/26	District 5
Beverly Mason	1/1/25-12/31/26	District 5
Vacant	1/1/25-12/31/26	District 5

Drager, Dominique

From: solodev@seminolecountyfl.gov
Sent: Thursday, May 29, 2025 7:07 PM
To: Williams, Timothy
Subject: Request for Board Appointments

Follow Up Flag: Follow up
Flag Status: Flagged

Contact Information

First Name * **Tyler**
Middle Initial
Last Name * **Winik**
Email Address * **Tyler@tylerwinik.com**
Cell Phone Number **3216520271**
Office Phone Number **14077420102**
Home Phone Number

Home Address

Address * **633 E Hillcrest St**
Address 2
City * **Altamonte Springs**
State * **FL**
Zipcode * **32701**

Work/Office Address

Address **1 Courthouse Sq**
Address 2
City **Kissimmee**
State **FL**
Zipcode **34741**

Employment Information

Employer **Osceola County**
Position **Director of Communications**
How Long **4 months**

Education

High School **Astronaut High School**
College **University of Central Florida**
Degree Received **BA in Political Science**

If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:

Board Interest

Please list the Boards or Committees on which you would prefer to be considered for appointment:
Historical Commission
Do you wish to be considered for other Boards? **yes**
Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s): I am a fourth generation Floridian in the Central Florida region and am passionate about our shared history and the events that shaped us. As a prior board member in Orange and a career public servant, I hope to give back to my new community after having recently relocated to Altamonte Springs.
Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board? * **yes**

Tell Us About Yourself

Are you a resident of Seminole County? * **yes**
Are you a registered voter? * **yes**
Do you own property in Seminole County? * **no**
Have you ever served on a County Board? * **yes**
If yes, when and which boards(s)? **In Orange and the City of Orlando before moving.**

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

Ethnicity * **caucasian**
Gender * **male**
Date Of Birth **10-30-1988**

Reference 1

Name **The Honorable Grant Maloy**
Address **101 Eslinger Way, Sanford, FL 32773**
Phone Number **4076654300**

Reference 2

Name **The Honorable Jessica Recksiedler**
Address **101 Eslinger Way, Sanford, FL 32773**
Phone Number **4076654939**

Reference 3

Name **The Honorable Curt Jacobus**
Address **2825 Judge Fran Jamieson Way, Viera, FL 32940**

Phone Number **3216177283**

Certification

The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

[x] I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). *

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-699

Title:

Approve the District 4 appointment of Nicholas Balevich to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12/31/2026.

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.30 PARKS AND PRESERVATION ADVISORY COMMITTEE

A. PURPOSE. The Seminole County Parks and Preservation Advisory Committee is established to serve the Board of County Commissioners by providing input and recommendations to determine and advise in the creation of and identification of policies, direction, recommendation of important natural/environmental land acquisitions, development of quality countywide trails and greenways, parks, and recreational facilities and opportunities.

B. DUTIES/RESPONSIBILITIES. The Parks and Preservation Advisory Committee shall have the following duties and responsibilities:

(1) The Committee shall elect a Chairperson and a Vice-Chairperson annually.

(2) The Committee shall work with County staff to review important natural lands and environmental lands and make recommendations relating to lands which should be purchased.

(3) The Committee shall work with County staff to review important trails and greenways land and make recommendations relating to lands which should be purchased and developed for the creation of a County-wide trails and greenways system.

(4) The Committee shall work with County staff to recommend and review plans for future growth, development use and beautification of all County parks, as well as make recommendations for appropriate budgeting of special parks, trails, natural lands, and recreation needs.

(5) The Leisure Services Department Director shall be designated as the staff liaison for the Parks and Preservation Advisory Committee with assistance from other County staff as necessary.

C. MEMBERSHIP STRUCTURE.

(1) The Parks and Preservation Advisory Committee shall consist of fifteen (15) members, appointed by the Board of County Commissioners for terms of two (2) years with a maximum of eight (8) consecutive years.

(2) At least five (5) of the fifteen (15) membership slots for this Committee shall be appointed having academic or professional training in the biological or environmental sciences, by being an active member of a conservation group or agency, or by having experience in the passive recreational use of environmentally sensitive lands for public purposes.

(3) At least five (5) of the fifteen (15) membership slots for this Committee shall be comprised from a cross section of trail/user interest groups.

(4) The remaining five (5) of the fifteen (15) membership slots for this Committee shall be comprised of Seminole County parks and recreation participants and/or citizens interested in advising the Board of County Commissioners in the creation, direction and stewardship of the County's parks and recreation facilities and services.

D. LEGAL ISSUES

(1) Financial Disclosure is not required.

(2) Loyalty Oath is not required.

(3) Sunshine and Public Records laws apply to the meetings and records of the Committee.

(4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

F. AUTHORITY. Resolution 2008-R-4 adopted January 8, 2008
Resolution 2009-R-123 adopted June 23, 2009
Resolution 2011-R-69 adopted April 12, 2011
Resolution 2012-R-107 adopted June 12, 2012

Parks and Preservation
Advisory Committee Members

Name	Term	Appointed By
Davion Hampton(2)	1/1/25 - 12/31/26	District 1
Cindy Harkins (1)	1/1/24 - 12/31/25	District 1
Chris Stephens(1)	1/1/23 - 12/31/25	District 1
Jason Ware (1)	1/1/25 - 12/31/26	District 2
Joshua Memminger(1)	1/1/23 - 12/31/25	District 2
Vacant	1/1/25 - 12/31/26	District 2
Vacant	1/1/25 - 12/31/26	District 3
Nancy Dunn (4)	1/1/24 - 12/31/25	District 3
Jeannine Ellenson(3)	1/1/24 - 12/31/25	District 3
Vacant	1/1/25 - 12/31/26	District 4
Doug Crenshaw(1)	1/1/23 - 12/31/25	District 4
Harrel Morgan(1)	1/1/23 - 12/31/25	District 4
Mark Brandenburg(3)	1/1/24 - 12/31/25	District 5
Ashlee Woodard(2)	1/1/24 - 12/31/25	District 5
Kayla Mitchell(1)	1/1/23 - 12/31/25	District 5

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 02 July 2025, 09:04 PM.

First Name	Nicholas
Cell Phone Number	321-696-9490
Middle Initial	
Office Phone Number	321-696-9490
Last Name	Balevich
Home Phone Number	321-696-9490
Email Address	nickb1968@yahoo.com
Address 1	2715 Amaya Terrace
Address 2	
City	Lake Mary
State	Florida
Zip Code	32746
Address 1	
Address 2	
City	
State	
Zip Code	
Employer	Currently Self Employed Real Estate Previously Orange County
Position	

How Long	20 years
High School	Albert E Peacock Technical High School, Moose Jaw, Saskatchewan, Canada
College	University of Alberta, Edmonton, Alberta, Canada
Degree Received	Bachelors in Geography/Urban Planning
If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:	
Please list the Boards or Committees on which you would prefer to be considered for appointment:	Parks and Preservation Advisory Committee
Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):	I have previously worked in the zoning division for Orange County, and then City of Sanford. I have knowledge of planning zoning and land use and real estate issues. In the past I have worked for Parks and recreation.
Do you wish to be considered for other Boards?	Yes
Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board?	Yes
Are you a resident of Seminole County?	Yes
Are you a registered voter?	Yes
Do you own property in Seminole County?	Yes
Have you ever	No

served on a County Board?	
If yes, when and which boards(s)?	
Ethnicity	Caucasian (non-Hispanic)
Gender	Male
Date Of Birth	12/07/1968
Name	Linda Trocine
Address	230 S. Cochran Rd., Geneva, FL 32732
Phone Number	407-267-5747
Name	Steve Collins
Address	790 Bay Breeze Lane, Altamonte Springs, FL 32714
Phone Number	407-353-8387
Name	Wayne Carrig
Address	2571 Dwyer Lane, Lake Mary, FL 32746
Phone Number	407-760-5222
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-700

Title:

Approve the District 2 appointment of Allison Croot to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12/31/2026.

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.30 PARKS AND PRESERVATION ADVISORY COMMITTEE

A. PURPOSE. The Seminole County Parks and Preservation Advisory Committee is established to serve the Board of County Commissioners by providing input and recommendations to determine and advise in the creation of and identification of policies, direction, recommendation of important natural/environmental land acquisitions, development of quality countywide trails and greenways, parks, and recreational facilities and opportunities.

B. DUTIES/RESPONSIBILITIES. The Parks and Preservation Advisory Committee shall have the following duties and responsibilities:

(1) The Committee shall elect a Chairperson and a Vice-Chairperson annually.

(2) The Committee shall work with County staff to review important natural lands and environmental lands and make recommendations relating to lands which should be purchased.

(3) The Committee shall work with County staff to review important trails and greenways land and make recommendations relating to lands which should be purchased and developed for the creation of a County-wide trails and greenways system.

(4) The Committee shall work with County staff to recommend and review plans for future growth, development use and beautification of all County parks, as well as make recommendations for appropriate budgeting of special parks, trails, natural lands, and recreation needs.

(5) The Leisure Services Department Director shall be designated as the staff liaison for the Parks and Preservation Advisory Committee with assistance from other County staff as necessary.

C. MEMBERSHIP STRUCTURE.

(1) The Parks and Preservation Advisory Committee shall consist of fifteen (15) members, appointed by the Board of County Commissioners for terms of two (2) years with a maximum of eight (8) consecutive years.

(2) At least five (5) of the fifteen (15) membership slots for this Committee shall be appointed having academic or professional training in the biological or environmental sciences, by being an active member of a conservation group or agency, or by having experience in the passive recreational use of environmentally sensitive lands for public purposes.

(3) At least five (5) of the fifteen (15) membership slots for this Committee shall be comprised from a cross section of trail/user interest groups.

(4) The remaining five (5) of the fifteen (15) membership slots for this Committee shall be comprised of Seminole County parks and recreation participants and/or citizens interested in advising the Board of County Commissioners in the creation, direction and stewardship of the County's parks and recreation facilities and services.

D. LEGAL ISSUES

(1) Financial Disclosure is not required.

(2) Loyalty Oath is not required.

(3) Sunshine and Public Records laws apply to the meetings and records of the Committee.

(4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

F. AUTHORITY. Resolution 2008-R-4 adopted January 8, 2008
Resolution 2009-R-123 adopted June 23, 2009
Resolution 2011-R-69 adopted April 12, 2011
Resolution 2012-R-107 adopted June 12, 2012

Parks and Preservation
Advisory Committee Members

Name	Term	Appointed By
Davion Hampton(2)	1/1/25 - 12/31/26	District 1
Cindy Harkins (1)	1/1/24 - 12/31/25	District 1
Chris Stephens(1)	1/1/23 - 12/31/25	District 1
Jason Ware (1)	1/1/25 - 12/31/26	District 2
Joshua Memminger(1)	1/1/23 - 12/31/25	District 2
Vacant	1/1/25 - 12/31/26	District 2
Vacant	1/1/25 - 12/31/26	District 3
Nancy Dunn (4)	1/1/24 - 12/31/25	District 3
Jeannine Ellenson(3)	1/1/24 - 12/31/25	District 3
Vacant	1/1/25 - 12/31/26	District 4
Doug Crenshaw(1)	1/1/23 - 12/31/25	District 4
Harrel Morgan(1)	1/1/23 - 12/31/25	District 4
Mark Brandenburg(3)	1/1/24 - 12/31/25	District 5
Ashlee Woodard(2)	1/1/24 - 12/31/25	District 5
Kayla Mitchell(1)	1/1/23 - 12/31/25	District 5

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM

A new response was submitted on 30 June 2025, 09:33 AM.

First Name	Allison
Cell Phone Number	407-924-5464
Middle Initial	E
Office Phone Number	
Last Name	Croot
Home Phone Number	
Email Address	allison.elaine@gmail.com
Address 1	730 Birgham Place
Address 2	
City	Lake Mary

State	FL
Zip Code	32746
Address 1	91 Eslinger Way
Address 2	
City	Sanford
State	FL
Zip Code	32773
Employer	Seminole County Clerk of the Circuit Court
Position	
How Long	8 Years
High School	The King's Academy - West Palm Beach, FL
College	University of Central Florida
Degree Received	BS
If you currently or have ever held a professional or business license or certificate, please provide the title,	

issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:	
Please list the Boards or Committees on which you would prefer to be considered for appointment:	Parks and Preservation Advisory Committee
Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):	Seminole County's trails, like those in Black Bear Wilderness and Spring Hammock, are more than scenic routes; they're essential community assets. With five years of experience at Orange County Parks and Recreation, I've seen the impact that well-maintained and inclusive public spaces can have. I'm passionate about protecting our natural areas and ensuring they remain accessible, sustainable, and welcoming to all. I'm also an advocate for acquiring land dedicated to both recreational use and environmental preservation, recognizing the importance of thoughtful growth. Additionally, I'm eager to expand opportunities for older adults in our community by supporting the development of a senior recreational facility that fosters connection, activity, and well-being.
Do you wish to be considered for other Boards?	No

Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board?	Yes
Are you a resident of Seminole County?	Yes
Are you a registered voter?	Yes
Do you own property in Seminole County?	No
Have you ever served on a County Board?	No
If yes, when and which boards(s)?	
Ethnicity	Caucasian (non-Hispanic)
Gender	Female
Date Of Birth	03/04/1984
Name	Timothy Jecks
Address	

Phone Number	407-665-7181
Name	Deborah Schafer
Address	
Phone Number	407-665-7205
Name	Sara Carrick
Address	
Phone Number	407-665-7180
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-695

Title:

Approve the at-large Board appointment of Maria Torentino - Souffront (Hospice/End of Life Representative) to the Commission on Aging for term dates 1/1/2023 - 12/31/2025.

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.6 COMMITTEE ON AGING

A. PURPOSE. The Seminole County Committee on Aging is established to provide input and recommendations to the Board of County Commissioners regarding issues, policies, and services which will promote and enhance the quality of life for senior residents of Seminole County.

B. DUTIES/RESPONSIBILITIES. The Committee on Aging shall have the following duties and responsibilities:

(1) Identify issues that are of special concern to the senior residents of Seminole County;

(2) Prepare reports, recommendations, and presentations to the Board of County Commissioners to include, but not be limited to, service inventory and gaps, funding, and essential policies consistent with the Seminole County Strategic Plan;

(3) Establish working relationships with all senior related programs, agencies, and centers that provide services to County residents;

(4) Establish By-Laws to govern their work;

(5) Elect a Chairperson and Vice-Chairperson annually; and

(6) Establish Standing and Ad-Hoc Committees, as necessary, to fulfill their purpose and enhance service to the community.

C. MEMBERSHIP STRUCTURE.

(1) Requirements. The Committee on Aging shall have a board with a minimum of ten (10) and a maximum of fourteen (14) members consisting of representatives of the groups listed below. Committee members shall be appointed by the Board of County Commissioners for a term of three (3) years commencing January 1 of each calendar year. No member may serve more than two (2) consecutive terms. If a member is appointed to complete a term due to a vacancy, that member shall be eligible to serve one (1) additional three (3) year term. Committee membership shall include:

Local Law Enforcement	One (1) member
Local Senior Initiatives (examples) • Seminole Volunteers • Visiting Nurses • Meals on Wheels • Mental Health Organization	Up to three (3) members
Faith Based Organizations	One (1) member
Elder Affairs Representative	One (1) member
Local Area Agency on Aging	One (1) member
Local Senior Residents	Up to three (3) members

Health Care Interest (examples)	One (1) member
• Local Hospitals	
• East Central Florida Health Planning Council	
• Health Department	
Veteran's Interest	One (1) member
Hospice/End of Life	One (1) member
Housing/Homeless Service Provider	One (1) member

(2) A quorum shall consist of a majority of the current appointed members.

(3) The Community Services Department, Community Health Division shall provide administrative support and serve as the BCC liaison to the Committee. The Department shall accept nominations from representative agencies, community groups, and by the Committee on Aging itself. At such time as appointments are required to be made, the Chairman of the Board of County Commissioners will make membership appointments for the Committee on Aging during the Chairman's Report at the Board of County Commissioners' meeting.

D. LEGAL ISSUES

(1) Financial Disclosure is not required

(2) Loyalty Oath is not required.

(3) Sunshine and Public Records laws apply to the meetings and records of the Committee.

(4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

E. AUTHORITY. Resolution 2008-R-110 adopted May 6, 2008
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2016-R-201 adopted December 13, 2016
Resolution 2022-R-27 adopted February 22, 2022
Resolution 2022-R-77 adopted June 28, 2022
Resolution 2025-R-37 adopted April 22, 2025

SEMINOLE COUNTY

APPOINTMENT INFORMATION FORM

Please type or print the application in black ink and mail to
Chairman, Board of County Commissioners
County Services Building
1101 East First Street
Sanford, FL 32771

NOTE: A resume or separate sheet with additional information may be included with the application. Please note that you are responsible for updating information on this form. Please call or write the County Commission Office to advise of any changes.

DATE: 4-17-2025

NAME: Talentino-Souffront (Last) Maria (First) Judith (Middle)

ADDRESS: Home: 1144 Legg Dr. Apopka FL 32712
Office: 480 W. Central Parkway, Altamonte, Fl. 32714

PHONE: Home: (407) 929-2543 Office: (407) 907-4803 Cell: (407) 929-2543

EMAIL: maria.talentino@adventhealth.com M.ITalentino35@yahoo.com

EMPLOYER: Advent Health Hospice

POSITION: Marketing **HOW LONG:** 9 years with hospice 35 years with the company

EDUCATION: School / Degree(s)
High School Colegio Nuestra Señora Del Carmen, Trujillo Alto, P.R.
College Belhaven College, Orlando, Fl.

If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:

Please list the Boards or Committees on which you would prefer to be considered for appointment:

Do you wish to be considered for other Boards? Yes (X) No ( )

Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):
I am not sure what other committes are out there, but I am willing to consider any positions where I can be of help for seniors

Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board? Yes (X) No ( )

Are you a resident of Seminole County? Yes ( ) No (X)
Are you a registered voter? Yes (X) No ( )

Do you own property in Seminole County? Yes ( ) No (X)
Have you attended Seminole County's Citizens' Academy? Yes ( ) No (X)
Have you ever served on a County Board? Yes ( ) No (X)
If yes, when and which board(s)? _____

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

Ethnicity: African American ( ) Caucasian [non-Hispanic] ( ) Hispanic (X) Other ( )

Gender: Female (X) Male ( )

Date of Birth: 05-26-1967

REFERENCES:

Name	Address	Phone
William Souffrant	1144 Legg Dr Apopka FL	(407) 538-0331
Judith Cruz	8527 Sunlit Lane Orlando, FL	(407) 921-6621
Myles Sirlin	574 Calibre Crest Pkwy FL Altamonte Springs	(518) 366-8440
Anthony Adorno	1831 Kanve Dr Orlando, FL	(407) 692-3922

The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Signature

CLOSE WINDOW

Committee on Aging Members

Name	Term	Appointed By
Amanda Draughon, Term 2	1/1/23 - 12/31/25	Local Law Enforcement
Father John Bluett, Term 2	1/1/25 - 12/31/27	Faith Based Representative
Shannon Campbell, Term 1	1/1/25 - 12/31/27	Elder Affairs Representative
Karla Radka Term 1	1/1/25 - 12/31/27	Local Area Agency on Aging
Ana Scuteri, Term 2	1/1/23 - 12/31/25	Health Care Interest
Paul Bertram, Term 2	1/1/25 - 12/31/27	Veterans Interest
Matt Borchelt, Term 1	1/1/23 - 12/31/25	Housing/Homeless Services Provider
Vacant	1/1/23 - 12/31/25	Hospice/End of Life
Alexandra Garnier-Mercier, Term 1	1/1/25 - 12/31/27	Local Senior Initiatives
Genevieve Barnuk-Delgado, Term 1	1/1/23 - 12/31/25	Local Senior Initiatives
Dawn Garrison, Term 2	1/1/23 - 12/31/25	Local Senior Initiatives
Sandra Turner, Term 2	1/1/24 - 12/31/26	Local Senior Resident
Cynthia Kingston, Term 2	1/1/25 - 12/31/27	Local Senior Resident
Leslie Grubl, Term 1	1/1/24 - 12/31/26	Local Senior Resident

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-697

Title:

Approve the at-large Board reappointment of Eric Ulberg to the SunRail Customer Advisory Committee for a one-year term.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 19 2007 JW/BS

INTERLOCAL GOVERNANCE AGREEMENT
FOR
CREATION OF THE
CENTRAL FLORIDA COMMUTER RAIL COMMISSION

By and Among

ORANGE COUNTY, FLORIDA

OSCEOLA COUNTY, FLORIDA

SEMINOLE COUNTY, FLORIDA

COUNTY OF VOLUSIA, FLORIDA

AND

CITY OF ORLANDO, FLORIDA

City Council Meeting: 7-23-07
Item: 6-1 Documentary: 0720723601

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INTERLOCAL GOVERNANCE AGREEMENT

THIS INTERLOCAL GOVERNANCE AGREEMENT is made and entered into by and among Orange County, a charter county and political subdivision of the State of Florida ("Orange County"), Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), Seminole County, a charter county and political subdivision of the State of Florida ("Seminole County"), the County of Volusia, a charter county and political subdivision of the State of Florida ("County of Volusia") and the City of Orlando, a municipal corporation of the State of Florida (the "City of Orlando").

W I T N E S S E T H:

WHEREAS, the State of Florida Department of Transportation ("FDOT") is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "Commuter Rail System") running from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County; and

WHEREAS, FDOT and CSX Transportation, Inc. ("CSXT") expect to enter into a Contract for Sale and Purchase which, subject to certain conditions precedent, provides for the acquisition (subject to a retained perpetual easement for Rail Freight Services) by FDOT from CSXT of the railroad corridor known as CSXT's A-Line between Milepost A749.7 near DeLand, Florida and Milepost A814.1 near Poinciana, Florida, a distance of approximately 61.54 miles, (the "Corridor") for the use of the Commuter Rail System; and

WHEREAS, FDOT and CSXT expect to enter into a Central Florida Operating and Management Agreement establishing operating windows for passenger rail and freight operations within the Corridor and providing for use and maintenance of the Corridor; and

WHEREAS, FDOT is in the process of making application to the Federal Transit Administration (FTA) and Congress for capital funds, commonly referred to as New Starts funding to provide a portion of the funds necessary for the planning, design, right-of-way acquisition and construction of the proposed commuter rail service on the Commuter Rail System; and

WHEREAS, Federal New Starts funding and other Federal funding will require a 50 percent match of Federal funds with state and local funds for capital costs, which will be shared among Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando (collectively, the "Local Government Partners") and FDOT in the manner set forth in the Interlocal Funding Agreement; and

WHEREAS, the Local Government Partners have agreed that the FDOT will be the agency responsible for the design, permitting and construction of the Commuter Rail System, and will be responsible for its funding, operation, management, and maintenance for a period of seven years (the "FDOT Funding Period") following the Revenue Operation Date (as hereinafter defined); and

WHEREAS, the Local Government Partners desire to create the Central Florida Commuter Rail Commission (the "Commission") to assume responsibility for funding, operation, management, and maintenance of the Commuter Rail System upon expiration of the FDOT Funding Period; and

WHEREAS, FDOT has agreed to convey an easement in the Corridor and fee title to the Station Property to the Commission in accordance with and under the conditions described in Section 3.05 of the Interlocal Operating Agreement between FDOT and the Commission; and

WHEREAS, the Commuter Rail System is contained in the Year 2025 Metroplan Orlando's Orlando Urban Area Transportation Study "Financially Constrained Network," and the 2025 Volusia County Long Range Transportation Plan; and

WHEREAS, implementation of the Commuter Rail System will result in overall social and environmental benefits, improve the quality of life in the state, stimulate economic growth, create new employment opportunities, and serve as a positive growth management catalyst; and

WHEREAS, the Commuter Rail System will greatly benefit all of the citizens of and visitors to the Central Florida region, and is needed in order to relieve traffic congestion, and provide transportation opportunities; and

WHEREAS, the Commuter Rail System will become an integral part of a Central Florida balanced transportation system and, with concurrent development of improvements to roadways and bus transit, will greatly enhance the mobility of the traveling public;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in the Master Glossary of Terms for the Florida Commuter Rail System Agreements attached hereto as Appendix A and by the reference incorporated herein.

SECTION 1.02. RULES OF CONSTRUCTION. For the purposes of the interpretation, construction, administration, and implementation of this Interlocal Governance Agreement, unless otherwise stated in this Interlocal Governance Agreement, the following rules of construction shall apply:

(A) Words importing the singular number shall include the plural, and vice versa, unless the context clearly indicates to the contrary.

(B) In case of any difference of meaning or implication between the text of this Interlocal Governance Agreement and any caption, illustration, summary table or illustrative table, the text shall control.

(C) The word "shall" is mandatory, not discretionary; the word “may” is permissive and discretionary.

(D) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(E) Unless the context clearly indicates to the contrary, where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) "and" indicates that all the connected terms, conditions, provisions or events shall apply;

(2) "or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination; and

(3) "either . . . or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(F) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(G) The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Interlocal Governance Agreement; the term "heretofore" shall mean prior to execution of this Interlocal Governance Agreement.

(H) This Interlocal Governance Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Interlocal Governance Agreement.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Governance Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Governance Agreement nor affect its meaning, construction or effect.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF ORANGE COUNTY. Orange County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Orange County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Orange County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Orange County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Orange County, threatened against or affecting Orange County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.02. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Osceola County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other

parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Osceola County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.03. REPRESENTATIONS OF SEMINOLE COUNTY. Seminole County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Seminole County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Seminole County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Seminole County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the

best knowledge of Seminole County, threatened against or affecting Seminole County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.04. REPRESENTATIONS OF THE COUNTY OF VOLUSIA. The County of Volusia makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) The County of Volusia has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of the County of Volusia, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To the County of Volusia's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County of Volusia, threatened against or affecting the County of Volusia, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.05. REPRESENTATIONS OF THE CITY OF ORLANDO. The City of Orlando makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) The City of Orlando has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of the City of Orlando, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To the City of Orlando's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the City of Orlando, threatened against or affecting the City of Orlando, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

ARTICLE III

CREATION AND GOVERNANCE

SECTION 3.01. COMMUTER RAIL COMMISSION.

(A) The Local Government Partners hereby create and establish the "Central Florida Commuter Rail Commission," a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by Section 163.01, Florida Statutes, and other applicable law, for the purpose of acquiring, constructing, operating and maintaining the Commuter Rail System.

(B) The creation and organization of the Commission and the fulfillment of its purposes are in all respects for the benefit of the State and the citizens of Orange County (including the City of Orlando), Osceola County, Seminole County and the County of Volusia. The Commission is performing an essential governmental function. All property of the Commission is and shall in all respects be considered to be public property, and the title to such property shall be held by the Commission for the benefit of the public. The use of such property shall be considered a public purpose, until disposed of upon such terms as the Governing Board may deem appropriate.

SECTION 3.02. POWERS AND DUTIES OF THE COMMISSION. The Commission shall have the following powers in addition to and supplementing any other privileges, benefits and powers granted by Section 163.01, Florida Statutes:

(A) To acquire, construct, operate and maintain the Commuter Rail System in the manner provided herein.

(B) To sue and be sued in its own name.

(C) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein.

(D) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the Commission to carry out any of the purposes authorized by this Interlocal Governance Agreement.

(E) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(F) To contract with one or more other public entities, including FDOT and the Local Government Partners, for the purpose of carrying out any of its powers and for that purpose to contract with such other public entity or entities for the purpose of financing such acquisitions, construction, and operations. Such contracts may provide for contributions to be made by each party thereto, for the division and apportionment of the expenses of such acquisitions and operations, and for the division and apportionment of the benefits, services, and products therefrom. Such contracts may contain such other and further covenants and agreements as may be necessary and convenient to accomplish the purposes hereof.

(G) To contract for the service of engineers, accountants, attorneys, rate consultants and other experts or consultants, and such other agents and employees as the Governing Board of the Commission may require or deem appropriate.

(H) To accomplish construction directly or by advertising for construction bids and letting contracts for all or any part of the construction of improvements to the Commuter Rail System to the lowest responsible and responsive bidder or rejecting any and all bids at its discretion; provided however, that the competitive bid requirement may be waived if (a) the Governing Board determines that emergency circumstances are present or (b) after consideration

of all available alternative materials and systems, the Governing Board determines that the specification of a sole material or system is justifiable based upon its design, cost, interchangeability or any other relevant factor.

(I) To exercise the power of eminent domain in the manner provided by law for the condemnation of private property for public use, to acquire title to such interest in real property as is necessary to the exercise of the powers herein granted.

(J) Subject to such provisions and restrictions as may be set forth herein and the rights of any third party, to sell or otherwise dispose of any Commuter Rail System assets, upon such terms as the Governing Board deems appropriate, if approved pursuant to Section 3.05(D) hereof.

(K) To apply for and accept grants, loans, and subsidies from any governmental entity for the acquisition, construction, operation or maintenance of the Commuter Rail System, and to comply with all requirements and conditions imposed in connection therewith.

(L) To the extent allowed by law, including Section 163.01, Florida Statutes, and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded FDOT, municipalities and counties of the State under the provisions of the constitution and laws of the State.

(M) To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Interlocal Governance Agreement.

SECTION 3.03. GOVERNING BOARD. All powers, privileges and duties vested in or imposed upon the Commission shall be exercised by a Governing Board comprised of the following five Members:

(A) the Orange County Mayor, or an Orange County Commissioner designated by the Orange County Mayor;

(B) an Osceola County Commissioner elected by the Osceola County Board of County Commissioners;

(C) a Seminole County Commissioner elected by the Seminole County Board of County Commissioners;

(D) a member of the Volusia County Council elected by the Volusia County Council; and

(E) the Mayor of the City of Orlando, or an Orlando City Councilmember designated by the Mayor of the City of Orlando.

SECTION 3.04. GOVERNING BOARD CHAIR. At the beginning of its initial meeting, and the first quarterly meeting of each calendar year thereafter starting in 2009, the Governing Board shall elect a Chair, a Vice-Chair and a Secretary from amongst its Members. The Chair, Vice-Chair and Secretary shall rotate each year, beginning in 2009, to a different Local Government Partner's representative. Members shall not be prohibited from serving in these positions for more than one term, provided such terms are not successive.

SECTION 3.05. MEETINGS, QUORUM AND VOTING.

(A) The Governing Board shall meet regularly, but not less than quarterly, at its principal place of business, and establish rules of procedure for its meetings. All meetings shall be held in accordance with Section 286.011, Florida Statutes, and shall be duly noticed. Meeting minutes shall be kept, and provisions shall be made for receiving public comment at those meetings. If neither the Chair nor Vice-Chair attends a meeting at which a quorum is present, the Members present may elect one of their number to serve as Chair Pro-Tem for that meeting.

The Governing Board shall use "Roberts Rules of Order" for the conduct of the meetings, unless the Governing Board adopts other rules and procedures by which it will conduct meetings. Members of the Governing Board shall not be compensated for their service. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Governing Board.

(B) Three Members shall constitute a quorum.

(C) In the absence of a quorum, a majority of the Members present at any meeting may act to continue the meeting to any time and date specified in such action.

(D) Each Governing Board Member shall be entitled to one vote. Other than the matters identified in the following subsection (E), action of the Governing Board shall require an affirmative vote of not less than three Members.

(E) The following Governing Board actions shall require an affirmative vote of not less than four Members:

(1) fare changes;

(2) Expanded Service;

(3) Extended Service;

(4) any sale of Commuter Rail System assets;

(5) charges for parking on Station Property;

(6) fees for use of the Corridor by third parties.

SECTION 3.06. POWERS AND DUTIES OF THE GOVERNING BOARD.

(A) The Governing Board shall act as the governing body of the Commission and shall have the following powers and duties:

(1) To fix the time and place or places at which its regular meeting shall be held, and to call and hold special meetings.

(2) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or with the provisions of Section 163.01, Florida Statutes, or this Interlocal Governance Agreement, necessary for the governance and management of the affairs of the Commission, for the execution of the powers vested in the Commission, and for carrying into effect the provisions of this Interlocal Governance Agreement.

(3) To fix the location of the principal place of business of the Commission and the location of all offices and departments.

(4) To prescribe a system of business administration and to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Commission.

(5) To appoint a Chief Executive Officer and Chief Operating Officer to administer the affairs and manage the staff of the Commission with Governing Board approval, and perform other administrative duties as directed by the Governing Board.

(6) To appoint a General Counsel, if deemed necessary, to act as the chief legal officer of the Commission, manage the Commission's legal representation and employ necessary legal staff with Governing Board approval, provide legal advice and support to the Governing Board, Chief Executive Officer, Chief Operating Officer and Commission staff, and perform such other duties as directed by the Governing Board.

(B) Notwithstanding any other provision of this Interlocal Governance Agreement to the contrary:

(1) the Commission shall be obligated to comply with the terms of the Interlocal Operating Agreement and enforce the terms of the Interlocal Operating Agreement against FDOT;

(2) the Commission shall not be authorized to approve or execute any amendment to the Interlocal Operating Agreement unless written consent to such amendment has been received from all Local Government Partners; and

(3) the Commission shall not reduce Base Service to selected Stations and any such reduction shall be system-wide.

(C) The exercise of any and all executive, administrative and ministerial powers may be delegated by the Governing Board to FDOT, the Chief Executive Officer, the Chief Operating Officer and the General Counsel.

SECTION 3.07. TECHNICAL ADVISORY COMMITTEE.

(A) The Governing Board shall establish a Technical Advisory Committee to provide technical assistance to the Governing Board and the FDOT. The Technical Advisory Board shall consist of a single staff representative of FDOT, each Local Government Partner, each municipality that has a Station within its corporate limits and is not a Local Government Partner (as of the date hereof, these municipalities are DeLand, DeBary, Sanford, Lake Mary, Longwood, Altamonte Springs, Maitland, Winter Park and Kissimmee), VOTRAN, LYNX, Metroplan Orlando, and the Volusia County Metropolitan Planning Organization. The staff representatives shall be designated by the chief executive officer of each such entity, and shall serve without compensation from FDOT or the Commission.

(B) At the beginning of each calendar year, the Technical Advisory Committee shall elect a Chair from amongst its members. With the exception of the FDOT employees and contractors, who shall not be permitted to be Chair or Vice-Chair, the Chair shall rotate each year to a different Local Government Partner's representative. A Vice-Chair and Secretary shall also be elected annually from among the representatives of different Local Government Partners. There is no prohibition from serving in these positions for more than one term, provided such terms are not successive.

(C) The Technical Advisory Committee shall meet regularly, but not less than quarterly, or upon request of the Governing Board in the jurisdiction of one of the Local Government Partners. All meetings shall be held in accordance with Section 286.011, Florida Statutes, and shall be duly noticed. Meeting minutes shall be kept, and provisions shall be made for receiving public comment at those meetings. A majority of the members shall constitute a quorum. In the absence of a quorum, a majority of the members present at any meeting may act to continue the meeting to any time and date specified in such action. If neither the Chair nor Vice-Chair attends a meeting at which a quorum is present, the members present may elect one of their number to serve as Chair Pro-Tem for that meeting. The Technical Advisory Committee shall use "Roberts Rules of Order" for the conduct of the meetings, unless the Technical Advisory Committee adopts other rules and procedures by which it will conduct meetings. Members of the Technical Advisory Committee shall not be compensated for their service. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Technical Advisory Committee.

(D) Major policy issues shall first be submitted to the Technical Advisory Committee for a recommendation. The Governing Board Chair shall determine whether an issue is a "major

policy issue" that needs to first be submitted to the Technical Advisory Committee; provided however, that the determination shall be made by the FDOT Secretary in consultation with the Governing Board Chair during the FDOT Funding Period. The Technical Advisory Committee shall also meet to review short-term and long-term operating plans, and the annual budget prior to the budget being submitted to the Governing Board. The Technical Advisory Committee shall act in an advisory capacity only. During the FDOT Funding Period, the Technical Advisory Committee shall have no advisory or recommendation authority over Commuter Rail System procurement issues.

SECTION 3.08. CUSTOMER ADVISORY COMMITTEE.

(A) The Governing Board shall establish a Customer Advisory Committee to provide advice and recommendations to the Governing Board and FDOT. The Customer Advisory Committee shall be comprised of people who use the Commuter Rail System on a regular basis, meaning at least three days a week during a typical week. The Customer Advisory Committee shall be established within one year of the start of revenue operations for Phase I. At that time, the Customer Advisory Committee shall consist of eight members: two customers who reside in Volusia County; two customers who reside in Seminole County; two customers who reside in Orange County and two customers who reside in the City of Orlando. Within one year of the start of revenue operations for Phase II, the Customer Advisory Committee membership shall be expanded to ten members by adding two customers who reside in Osceola County. Appointments shall be made by the respective Local Government Partners and be ratified by the Governing Board. Local Government Partners shall be encouraged to make appointments such that the Customer Advisory Committee is comprised of a diverse group of customers; the ultimate responsibility for ensuring diversity on the Customer Advisory Committee rests with the

Governing Board. Appointments will be made for a one-year term, although Local Government Partners reserve the right to revoke the appointment if there is a change in residency, if the person does not continue to use the system on a regular basis or if responsibilities are not fulfilled. People may serve on the Customer Advisory Committee for up to three consecutive years, subject to re-appointment by the respective Local Government Partner and ratification by the Governing Board. If someone who is appointed to the Customer Advisory Committee does not continue as a customer on a regular basis, he or she will be expected to notify the respective Local Government Partner and submit a letter of resignation. If a Customer Advisory Committee member misses two consecutive meetings of the Customer Advisory Committee, the appointing Local Government Partner will be notified and asked to consider replacing the member. Members shall serve without compensation.

(B) When the Customer Advisory Committee is first established, it shall elect a Chair from amongst its members to serve a one-year term. The Chair shall rotate each year to a representative from a different Local Government Partner. A Vice-Chair shall also be elected annually and shall represent a Local Government Partner different from the Chair. The Commuter Rail System shall provide the Customer Advisory Committee with appropriate staff support to handle notification of meetings, agenda development, preparing meeting minutes, research, reporting and other necessary services.

(C) The Customer Advisory Committee shall meet quarterly or upon request of the Governing Board. All meetings shall be held in accordance with Section 286.011, Florida Statutes and shall be duly noticed. Meeting minutes shall be kept and provisions shall be made for receiving public comments at meetings. A majority of the members shall constitute a quorum. In the absence of a quorum, a majority of the members present at any meeting may act

to continue the meeting to any time and date specified in such action. If neither the Chair nor Vice Chair attends a meeting at which a quorum is present, the members present may elect a member to serve as Chair Pro-Tem for that meeting. The Customer Advisory Committee shall use "Roberts Rules of Order" to conduct their meetings, unless the Customer Advisory Committee adopts other rules and procedures by which it will conduct meetings. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Customer Advisory Committee.

(D) Matters relating to customer service (including, but not limited to, the annual budget, levels of service, schedules, quality of service, Station access/egress features and services, fare policy, customer information, methods of handling customer commendations and complaints, and marketing) will generally be discussed and/or reviewed by the Customer Advisory Committee and a recommendation developed for the Governing Board before action is taken. The Governing Board Chair reserves the right to determine whether a matter needs to be submitted first to the Customer Advisory Committee; provided however, the determination shall be made by the FDOT Secretary in consultation with the Governing Board Chair during the FDOT Funding Period. The Customer Advisory Committee shall have no advisory or recommendation authority over Commuter Rail System procurement issues. The Customer Advisory Committee shall act in an advisory capacity only. Minutes from Customer Advisory Committee meetings will be provided to the Governing Board on a regular basis.

SECTION 3.09. PRIVILEGES AND IMMUNITIES FROM LIABILITY.

(A) The Local Government Partners and the Commission expressly retain all rights, benefits, immunities of sovereign immunity and limitations of liability in accordance with Florida Statutes, including but not limited to, Section 163.01(9)(c) and Section 768.28. The

Local Government Partners and the Commission expressly retain all rights, benefits, immunities, and limitations of liability in accordance with Chapter 49 U.S.C.A Section 28103. Unless expressly stated in this Interlocal Governance Agreement to the contrary and only to the extent and manner set forth, nothing in this Interlocal Governance Agreement shall be deemed as a waiver of either sovereign immunity or the limits of liability of the Local Government Partners and the Commission beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and nothing is this Interlocal Governance Agreement shall be deemed a waiver of any immunity or limits of liability which may be available under federal law. Nothing in this Interlocal Governance Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Local Government Partners or the Commission which would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law.

(B) The Local Government Partners further expressly intend that all of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of the Local Government Partners shall apply to the same degree and extent to the officers, agents, or employees of the Commission.

(C) Unless otherwise further limited by state or federal law, the cap on the amount and liability of the Local Government Partners for funding the budget of the Commission for any payment for damages for third party claims or indemnification claims under the Central Florida Operating and Management Agreement in any Fiscal Year of the Local Government Partners regardless of the number or nature of claims or whether such claim sounds in tort, equity or

contract shall not exceed (1) the amounts payable by each Local Government Partner to fund the initial self-insurance fund pursuant to Section 3.10 hereof and (2) each Local Government Partner's Share of Local Operating Support payable pursuant to Section 4.01 hereof, which may be applied by the Commission to replenish the self-insurance fund.

SECTION 3.10. SELF-INSURANCE RETENTION FUND.

(A) The transition and implementation plan developed by the Governing Board pursuant to Section 6.03(B) of the Interlocal Operating Agreement shall include a risk management and self-insurance program for the Commuter Rail System which shall be consistent with the provisions of this Section 3.10 and the Interlocal Operating Agreement.

(B) Following expiration of the FDOT Funding Period, the Commission will become responsible for operation of the Commuter Rail System pursuant to Section 4.01 of the Interlocal Operating Agreement. In connection therewith, FDOT will convey the Commuter Rail Easement, Station Property and other assets of the Commuter Rail System to the Commission and the Commission will assume responsibility for compliance with the Central Florida Operating and Maintenance Agreement pursuant to Section 3.05 of the Interlocal Operating Agreement.

(C) Section 21 of the Central Florida Operating and Maintenance Agreement will require the Commission to maintain liability insurance covering CSXT as a named insured with a limit of not less than $200,000,000 combined single limit for personal injury and property damage per occurrence, with deductibles or self-insured amounts not in excess of $5,000,000. FDOT has determined that currently a $5,000,000 deductible or self-insured retention will result in the most cost effective insurance program and, upon enactment of legislation accomplishing the intent and purposes of the draft set forth in Appendix G to the Interlocal Operating

Agreement, FDOT will establish a self-insurance fund meeting the requirements of Section 21 of the Central Florida Operating and Maintenance Agreement and Florida law.

(D) Not later than thirty days prior to expiration of the FDOT Funding Period, each Local Government Partner shall pay to the Commission for deposit into a self-insurance fund, the percentage of $5,000,000 (or any lower deductible or self-insured retention amount consistent with the liability insurance to be obtained by the Commission following the FDOT Funding Period) equal to the percentage Share of Local Operating Support for which each Local Government Partner would have been responsible during the immediate prior Fiscal Year if such Fiscal Year had occurred following expiration of the FDOT Funding Period.

(E) If FTA has not approved FDOT's entry into the final design process for Phase II or funding for Phase II has not been included in the President's budget prior to the date on which such contributions are due, Osceola County shall not be required to make a payment pursuant to subsection (D). The amount otherwise payable by Osceola County pursuant to subsection (D) shall be allocated among the other Local Government Partners in the same proportion as the payments required of the Local Government Partners by subsection (D) and the other Local Government Partner's payments shall be increased accordingly.

(F) Upon satisfaction of the two conditions described in subsection (E), Osceola County shall pay to the Commission the amount that would otherwise have been required by subsection (D). Amounts equal to the increased payments required by subsection (E) shall be refunded to the other Local Government Partners from the self-insurance fund.

(G) Replenishment of the self-insurance fund by the Commission shall be included in the Total Operating Cost for the Commuter Rail System in accordance with the risk management

and self-insurance program for the Commuter Rail System which shall be consistent with the provisions of this Section 3.10 and the Interlocal Operating Agreement.

ARTICLE IV

COMMUTER RAIL SYSTEM FUNDING

SECTION 4.01. LOCAL OPERATING SUPPORT. Following expiration of the FDOT Funding Period, each Local Government Partner shall be responsible for paying its Share of Local Operating Support for each Fiscal Year, which shall be computed as follows:

(A) The "Boarding Share" for each Local Government Partner shall be computed as follows:

(1) The total number of passengers embarking and disembarking from Stations located within the jurisdiction of a Local Government Partner during the most recent Funding Determination Year shall be divided by the total number passengers embarking and disembarking from all Commuter Rail System Stations for the same period.

(2) The total number of passengers embarking and disembarking during Peak Hours from Stations located within the jurisdiction of a Local Government Partner during the most recent Funding Determination Year shall be divided by the total number passengers embarking and disembarking during Peak Hours from all Commuter Rail System Stations during the same period.

(3) The Boarding Share for each Local Government Partner shall be equal to the arithmetic average of the shares computed in clauses (1) and (2). For purposes of computing Boarding Shares, Stations located within the jurisdiction of the City of Orlando shall be excluded from Stations located within the jurisdiction of Orange County.

(B) The "Share of Local Operating Support Without Farebox" for each Local Government Partner shall be computed by multiplying the Local Government Partner's Boarding Share by the System Net Revenue Without Farebox.

(C) The "Local Farebox Revenue" for each Local Government Partner shall be computed by multiplying its Boarding Share by the total number passengers embarking and disembarking from all Commuter Rail System Stations during the most recent Funding Determination Year, and multiplying the result by the Average Fare for the same period.

(D) The "Share of Local Operating Support" for each Local Government Partner shall be computed by deducting its Farebox Revenue from its Share of Local Operating Support Without Farebox.

(E) The Commission shall prepare and submit a quarterly invoice to each individual Local Government Partner, in advance, for its respective Share of Local Operating Support. Invoices shall be submitted not later than sixty days prior to the beginning of each calendar quarter and payment shall be made within forty-five days after receipt of the invoice.

(F) Subject to the provisions contained in the following subsection (G), the Local Government Partners' collective annual obligation to fund the System Operating Deficit shall be limited to the following amounts:

Year	System Operating Deficit
2017	$7,786,000.00
2018	$6,895,000.00
2019	$6,804,000.00
2020	$7,225,000.00
2021	$7,128,000.00
2022	$7,574,000.00
2023	$7,471,000.00

Year	System Operating Deficit
2024	$7,944,000.00
2025	$7,835,000.00
2026	$7,336,000.00
2027	$8,219,000.00
2028	$8,750,000.00
2029	$8,627,000.00
2030	$9,189,000.00
2031	$9,058,000.00
2032	$9,653,000.00
2033	$9,514,000.00
2034	$9,996,000.00
2035	$10,145,000.00
2036	$10,665,000.00
Total	$168,811,000.00

The foregoing amounts are based on the State Fiscal Year, which is from July 1 to June 30. For a unit of government with a different fiscal year, these amounts shall be pro-rated to establish an equivalent amount for the time period of its Fiscal Year.

(G) Annual funding in excess of the amounts specified in subsection (F) shall only be required:

(1) with unanimous written consent of the Local Government Partners, or

(2) if one or more Local Government Partners agree in writing to fund the difference between the amount specified in the foregoing subsection (F) and the System Operating Deficit.

(H) If the Base Service cannot be adjusted pursuant to Section 4.06 of the Interlocal Operating Agreement to reduce the System Operating Deficit below the amounts specified in subsection (F) and the Local Government Partners do not agree to provide additional funding

pursuant to subsection (G), the Commission shall terminate the Commuter Rail System pursuant to Section 6.02(B)(6) of the Interlocal Operating Agreement.

SECTION 4.02. CAPITAL PLAN FUNDING.

(A) The cost of implementing the Five-Year Capital Plan during the FDOT Funding Period shall be paid by FDOT.

(B) Following expiration of the FDOT Funding Period, each Local Government Partner shall be responsible for paying its Share of Local Capital Cost for each Fiscal Year, which shall be computed by multiplying the Capital Cost of the Five-Year Capital Plan for such Fiscal Year by the Local Government Partner's percentage of track miles, as shown in the following tables.

Before Phase II Opens for Service

Local Government Partner	Track Miles	Percentage of Track Miles
Orange County	9.10 miles	27.9656 percent
Seminole County	16.44 miles	50.5224 percent
County of Volusia	1.50 miles	4.6097 percent
City of Orlando	5.50 miles	16.9023 percent

After Phase II Opens for Service

Local Government Partner	Track Miles	Percentage of Track Miles
Orange County	16.30 miles	26.9243 percent
Osceola County	9.60 miles	15.8573 percent
Seminole County	16.44 miles	27.1556 percent
County of Volusia	12.70 miles	20.9779 percent
City of Orlando	5.50 miles	9.0849 percent

(C) The Commission shall prepare and submit a quarterly invoice to each individual Local Government Partner, in advance, for its respective Share of Local Capital Costs. Invoices shall be submitted not later than sixty days prior to the beginning of each calendar quarter and payment shall be made within forty-five days after receipt of the invoice.

SECTION 4.03. COVENANT TO BUDGET AND APPROPRIATE.

(A) Each Local Government Partner hereby covenants and agrees to appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts required to pay its Share of Local Operating Support for such Fiscal Year and the self-insurance fund contribution required by Section 3.10 hereof. Each Local Government Partner's covenant and agreement to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing, the Local Government Partners do not covenant to maintain any services or programs, now provided or maintained by such Local Government Partners which generate Non-Ad Valorem Funds.

(B) The foregoing covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude a Local Government Partner from pledging its Non-Ad Valorem Funds in the future, nor does it require a Local Government Partner to levy and collect any particular Non-Ad Valorem Funds, nor does it give the parties to this Interlocal Governance Agreement a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the Local Government Partner. The covenant to appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Funds heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making Non-Ad Valorem Funds available for the payment of amounts

described in this Section, in the manner described in this Interlocal Governance Agreement and placing on each Local Government Partner a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the provisions of general law which provide that the governing body of each county or municipality shall not make appropriations in a Fiscal Year which exceed the amount to be received from taxation or other revenue sources during such Fiscal Year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Local Government Partner or which are legally mandated by applicable law.

(C) No provision of this Interlocal Governance Agreement shall be considered a debt obligation of any Local Government Partner within the meaning of any constitutional or statutory provision or limitation. Amounts payable hereunder are limited obligations of each Local Government Partner and neither the property, the full faith and credit nor the taxing power of the Local Government Partners, the State of Florida or any political subdivision is pledged as security for the obligations due hereunder.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. TERM. This Interlocal Governance Agreement shall become effective when a fully-executed copy is filed with the clerk of the circuit court for each of the Local Government Partners and, unless terminated earlier pursuant the terms hereof, shall extend for a term of ninety-nine years.

SECTION 5.02. TERMINATION. Upon termination of the Interlocal Operating Agreement, this Interlocal Governance Agreement may be terminated by any Local Government Partner upon provision of thirty day's written notice to the other Local Government Partners.

SECTION 5.03. RESOLUTION OF DISPUTES. It is the desire and intent of the parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Local Government Partners agree that whenever any individual party cannot resolve an issue with any other party, the affected parties shall engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Any party may give another party written notice of any dispute not resolved in the normal course of business. Within ten business days after delivery of the notice, the receiving party shall submit to the disputing party a written response. The notice and the response shall include (1) a statement of the position of the party delivering the notice of dispute or the response, as the case may be, and a summary of arguments supporting its position; and (2) the name and title of the executive who will represent that party in the negotiation to resolve the dispute and of any other person who will accompany the executive.

(B) Within ten business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as

often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. In an effort to facilitate the negotiation process, such executives may agree to have an unrelated third party moderate and facilitate the negotiations. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days notice of such intention and may also be accompanied by an attorney.

(C) If the dispute has not been resolved within thirty calendar days after delivery of the disputing party's notice, or if the parties fail to meet within twenty calendar days, either party may give written notice to the other party declaring the negotiation process terminated.

(D) The parties regard the obligations to notify the other party of a dispute and to negotiate such dispute pursuant to this Section as an essential provision of this Interlocal Governance Agreement and one that is legally binding on each of them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

(E) Each party shall each bear its own costs and expenses incurred in connection with any negotiations and dispute resolution.

(F) Upon failure to resolve any dispute in accordance in this Section 5.03, the parties may engage in mediation, arbitration, or other dispute resolution processes at their discretion, or pursue other legal remedies.

SECTION 5.04. NOTICES. Whenever this Interlocal Governance Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand

delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

Orange County:

Orange County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Phone: (407) 836-7370
Fax: (407) 836-7399

with a copy to

Orange County Attorney
Post Office Box 1393
Orlando, Florida 32802-1393
Phone: (407) 836-7320
Fax: (407) 836-5888

Osceola County:

Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, Florida 34741
Phone: (407) 343-2385
Fax: (407) 343-2391

with a copy to

Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, Florida 34741
Phone: (407) 343-2330
Fax: (407) 343-2353

Seminole County:

Deputy County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32773
Phone: (407) 665-7212
Fax: (407) 665-7958

with a copy to

County Attorney
Seminole County Services Building
1101 East First Street
Sanford, FL 32771
Phone: (407) 665-7254
Fax: (407) 665-7259

County of Volusia:

County of Volusia
County Manager
123 W. Indiana Avenue
DeLand, Florida 32720
Phone: (386)736-5920
Fax: (386)822-5717

with a copy to

County of Volusia
County Attorney
123 W. Indiana Avenue
DeLand, Florida 32720
Phone: (386)736-5950
Fax: (386)736-5990

City of Orlando:

Director of Transportation
400 South Orange Avenue
Orlando, Florida 32801
Phone: (407) 246-3978
Fax: (407) 246-3392

with a copy to

Chief Administrative Officer
400 South Orange Avenue
Orlando, Florida 32801
Phone: (407) 246-3091
Fax: (407)246-3342

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 5.05. COUNTERPARTS. This Interlocal Governance Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Interlocal Governance Agreement, so that in making proof of this Interlocal Governance Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 5.06. COMPLETE AGREEMENT. This Interlocal Governance Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

SECTION 5.07. SEVERABILITY. In the event any one or more of the provisions contained in this Interlocal Governance Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Interlocal Governance Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

SECTION 5.08. CONTRACTUAL RELATIONSHIP. It is specifically understood and agreed that the relationship described in this Interlocal Governance Agreement between and among the Local Government Partners is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the parties. Nor,

shall the individual Local Government Partners be liable for any debts or liabilities incurred by the Commission or the other Local Government Partners.

SECTION 5.09. GOVERNING LAW AND VENUE. This Interlocal Governance Agreement and all agreements entered into in connection with the transactions contemplated by this Interlocal Governance Agreement are, and will be, executed and delivered, and are intended to be performed in Orange County, Osceola County, Seminole County and the County of Volusia. The laws of Florida shall govern the validity, construction, enforcement, and interpretation of this Interlocal Governance Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Interlocal Governance Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in the county where the administrative offices of the Commuter Rail System are located.

SECTION 5.10. FURTHER ASSURANCES. Each party agrees to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Interlocal Governance Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 19th day of July, 2007.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Attest: Martha O. Haynie, Orange County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk
Print Name: Rosilyn M. Stapleton

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 30 day of July, 2007.

OSCEOLA COUNTY, FLORIDA

By: _____
Chairman
Board of County Commissioners

(SEAL)

ATTEST:

_____
Clerk to the Board of
County Commissioners

IN WITNESS WHEREOF, the Board of County Commissioners of Seminole County, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 13 day of Aug., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: Carlton Henley
Carlton D. Henley, Chairman

Date: Aug. 13, 2007

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its 7-24, 2007 regular meeting

Approved as to form and
legal sufficiency.

Matthew G. Minter
County Attorney

IN WITNESS WHEREOF, the County Council of the County of Volusia, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 16 day of August, 2007.

ATTEST:

By: _____
Name: James T. Dinneen
Title: County Manager/Clerk
Dated: 8/16/07

COUNTY OF VOLUSIA

By: _____
Name: Frank T. Bruno, Jr.
Title: ~~Council~~ Chair COUNTY CHAIR
Dated: 8/16/07

IN WITNESS WHEREOF, the City Council of the City of Orlando, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 3 day of August 2007.

CITY OF ORLANDO

By: _____
Mayor / Mayor Pro Tem

ATTEST:

Alana C. Brenner

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.

8/5, 2007

_____
Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Samuel Ings and Alana C. Brenner, well known to me and known by me to be Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this 3 day of August, 2007.

Carolyn A. Skuta

CAROLYN A. SKUTA
MY COMMISSION # DD413034
EXPIRES: April 04, 2009
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Notary Public - State of Florida at Large
Print Name: _____
My commission expires:

APPENDIX A

MASTER GLOSSARY OF TERMS FOR CENTRAL FLORIDA COMMUTER RAIL SYSTEM AGREEMENTS

DEFINITIONS

As used in the Interlocal Governance Agreement, the Interlocal Operating Agreement and the Interlocal Funding Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Average Fare" means the average fare paid for passage on the Commuter Rail System, as calculated pursuant to Section 5.02(F) of the Interlocal Operating Agreement.

"Base Service" means commuter rail service provided in accordance with the standards set forth in Section 4.05 of the Interlocal Operating Agreement, as adjusted pursuant to Sections 4.06 and 4.07 of the Interlocal Operating Agreement.

"Boarding Share" means the share of passenger boardings computed for each Local Government Partner pursuant to Section 4.01(A) of the Interlocal Governance Agreement.

"Capital Cost" means costs properly attributable to the acquisition of the Station Property and the construction, installation and equipping of Phase I and Phase II under generally accepted accounting principles applicable to the Commuter Rail System.

"Central Florida Operating and Management Agreement" means that certain Central Florida Operating and Management Agreement between CSXT and FDOT, in substantially the form attached to the Interlocal Operating Agreement as Appendix F, delineating the rights and responsibilities of FDOT and CSXT for the control, dispatch, operation, maintenance, and management of the Corridor and for freight and passenger rail service on the Corridor.

"Chief Executive Officer" means the chief executive officer of the Commuter Rail System appointed pursuant to Section 4.13(A) of the Interlocal Operating Agreement.

"Chief Operating Officer" means the chief operating officer of the Commuter Rail System appointed pursuant to Section 4.13(B) of the Interlocal Operating Agreement.

"City of Orlando" means the City of Orlando, a municipal corporation organized under the laws of the State of Florida.

"Commuter Rail System" means the Central Florida Commuter Rail Transit System, a Fixed Guideway Transit System that shall operate within the Corridor, as described in the Interlocal Operating Agreement.

"Commission" means the Central Florida Commuter Rail Commission created by the Interlocal Governance Agreement.

"Commissioning" means the control, operation, management and maintenance of Commuter Rail System from completion of construction through all Federal and State governmental approvals up to the point in time that Commuter Rail System is ready to transport paying passengers and be placed into a revenue generating mode by the FDOT according to FTA and FRA guidelines.

"Commuter Rail Easement" means the easement for use of the Corridor (including the Station Platforms), maintenance facility, layover facility, and other real property used or held for use by the Commuter Rail System, attached to the Interlocal Operating Agreement as Appendix D, which will be executed and delivered by FDOT to the Commission pursuant to Section 3.05(B) of the Interlocal Operating Agreement.

"Construction Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Construction in Section 4.01(B) of the Interlocal Funding Agreement.

"Contract for Sale and Purchase" means certain Contract for Sale and Purchase between CSXT and FDOT, in substantially the form attached to the Interlocal Operating Agreement as Appendix E, which, subject to certain conditions precedent, provides for acquisition of the Corridor by FDOT, subject to a retained perpetual easement for Rail Freight Services.

"Contract Operator" means a third-party, independent contractor or contractors procured to operate, maintain and dispatch the Commuter Rail System's commuter passenger trains and maintain the Corridor.

"Corridor" means the railroad corridor formerly known as CSXT's A-Line between Milepost A749.7 near DeLand, Florida and Milepost A814.1 near Poinciana, Florida, a distance of approximately 61.54 miles through which the Commuter Rail System will operate, as depicted in Appendix B. The term "Corridor" includes the Station Platforms.

"Corridor Access Management" means managing, directing, and controlling the occupation, use, and access to the Corridor in a manner consistent with freight and passenger rail services in accordance with this Interlocal Agreement and the Central Florida Operating and Management Agreement.

"County of Volusia" means the County of Volusia, a charter county and political subdivision of the State.

"CSXT" means CSX Transportation, Inc., a corporation organized and existing under the laws of the State of Virginia and authorized to do business in the State.

"Customer Advisory Committee" means the advisory committee created pursuant to Section 3.08 of the Interlocal Governance Agreement.

"Debt Service" means an amount equal to the sum of the principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the FDOT Fixed-Guideway Bonds during each Fiscal Year of the Local Government Partners as such payments become due (provided that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments shall be deemed to become due in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration) during or prior to such Fiscal Year.

"Diesel Multiple Unit" means a steel wheel on steel rail transit vehicle that is self-propelled, with the capacity to operate independently and pull non-powered cars. The Commuter Rail System intends to utilize FRA compliant (49 CFR Part 238 specifications for compression testing) Diesel Multiple Units, which pass the FRA 800,000-pound structural buff load test and have the ability to run in mixed freight service on existing track.

"District Secretary" means the FDOT District Secretary for District 5, in which the Commuter Rail System is located.

"Extended Service" means the provision of service to any Station not listed in Appendix C to the Interlocal Operating Agreement.

"Expanded Service" means increased headways and service frequencies, additional peak and off peak service, additional night, weekend or Holiday service, special event service and other service increases.

"Farebox Revenue" means fares paid for passage on the Commuter Rail System.

"FDOT" means the State of Florida Department of Transportation, an agency of the State of Florida.

"FDOT Fixed-Guideway Bonds" means the debt obligations initially issued by FDOT to acquire the Corridor and relocate the Taft Yard Facility, as described in Section 4.03(A) of the Interlocal Funding Agreement and any obligations issued for purposes of refunding pursuant to Section 4.05 of the Interlocal Funding Agreement.

"FDOT Funding Period" means the period commencing on the Revenue Operation Date and ending on the first day of the calendar month following expiration a seven-year period, during which FDOT is obligated to fund operating deficits of the Commuter Rail System and Debt Service on the FDOT Fixed-Guideway Bonds.

"Final Design Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Final Design in Section 4.01(B) of the Interlocal Funding Agreement.

"Fiscal Year" means (A) during the FDOT Funding Period, the fiscal year for State government, which commences on July 1 and continues through the next succeeding June 30, or (B) following expiration of the FDOT Funding Period, the fiscal year for county government, which commences on October 1 and continues through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for either level of government.

"Five-Year Capital Plan" means a five-year capital plan for capital improvements to the Commuter Rail System including, but not limited to: new track materials and installation (including rails, ties, ballast, switches, fasteners, etc); bridge and culvert upgrades and replacements (supply, fabricate and install); signals and communications equipment upgrades and replacements; at-grade crossing improvements; vehicle storage and maintenance facility

improvements and equipment; maintenance of way equipment and vehicles: control center improvements; station improvements, amenities and equipment upgrades; fare collection equipment and upgrades; Diesel Multiple Unit upgrades; additional Diesel Multiple Units; and parking lot improvements and expansions.

"Fixed Guideway Transit System" means a system used for the transportation of people and goods by means of, without limitation, a street railway, an elevated railway having a fixed guideway, a commuter railroad, a subway, and includes a complete system of tracks, stations, and rolling stock necessary to effectuate passenger service to or from the neighboring regional communities.

"FRA" means the Federal Railroad Administration.

"FTA" means the Federal Transit Administration.

"FTA Funds" means Federal grant funds provided by FTA under the Full Funding Grant Agreement.

"Full Funding Grant Agreement" means the Full Funding Grant Agreement to be entered into by FTA and FDOT pursuant to 49 U.S.C. Section 5309, pursuant to which FTA will provide Federal funds for acquisition and construction of the Commuter Rail System.

"Funding Determination Year" means the 12-month period ending on March 31.

"Governing Board" means the governing body of the Commission established pursuant to Section 3.03 of the Interlocal Governance Agreement.

"Holiday" means a holiday designated by law (currently, Section 110.117, Florida Statutes) as paid holidays observed by all State branches and agencies.

"Initial Capital Contribution" means, for each Local Government Partner, the Preliminary Engineering Contribution, the Station Property Contribution, the Final Design Contribution and the Construction Contribution.

"Interest Payment Date" means the date on which each payment of principal and/or interest becomes due on the FDOT Fixed-Guideway Bonds.

"Local Capital Cost" means the Capital Cost of implementing the Five-Year Capital Plan following expiration of the FDOT Funding Period, after deducting State and Federal contributions.

"Local Farebox Revenue" means the amount computed for each Local Government Partner pursuant to Section 4.01(C) of the Interlocal Governance Agreement.

"Local Government Partner" means Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando.

"Local Station Revenue" means any Station revenue described in Section 3.02(B) of the Interlocal Funding Agreement.

"Maintenance of Way" means those labor, materials and equipment that are required to maintain the Corridor, including but not limited to mowing, replacing and repairing ballast, replacing and repairing rails, signals and switches, undertaking minor bridge maintenance and performing other activities required to safely operate the rail service.

"Member" means a member of the Governing Board, as designated in Section 3.03 of the Interlocal Governance Agreement.

"Non-Peak Hours" means 5:00 a.m. – 5:30 a.m., 8:30 a.m. – 3:30 p.m. and 6:30 p.m. to midnight, Monday through Friday.

"Non-Ad Valorem Funds" shall mean all revenues of the Local Government Partner derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the Local Government Partner for the payment of all essential or legally mandated services; provided however, that unless otherwise agreed to by FDOT, the term "Non-Ad Valorem Funds does not include Federal funds.

"Operating Revenue Without Farebox" means Total Operating Revenue less Farebox Revenue.

"Orange County" means Orange County, a charter county and political subdivision of the State.

"Osceola County" means Osceola County, a charter county and political subdivision of the State.

"Peak Hours" means 5:30 a.m. – 8:30 a.m. and 3:30 p.m. – 6:30 p.m., Monday through Friday, excluding Holidays.

"Phase I" means acquisition of the Corridor and construction of the portion of the Commuter Rail System expected to be operational in 2010, as described in Appendix C to the Interlocal Operating Agreement.

"Phase I Cost Estimate" means $388,184,000, which includes the estimated cost of preliminary engineering for Phase I and Phase II, acquisition of Station Property for Phase I and Phase II, final design for Phase I and construction of Phase I.

"Phase II" means construction of the portion of the Commuter Rail System expected to be operational in 2013, as described in Appendix C to the Interlocal Operating Agreement.

"Phase II Cost Estimate" means $217,216,000, which includes the estimated cost of final design for Phase II and construction of Phase II.

"Preliminary Engineering Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Engineering in Section 4.01(B) of the Interlocal Funding Agreement.

"Rail Freight Service" means the transportation by rail of property and movable articles of every kind, character and description over the Corridor, as permitted under the perpetual easement retained by CSXT pursuant to the Contract for Sale and Purchase.

"Responsible Local Government Partner" means the County within which a Station is located, except that the Responsible Local Government Partner shall mean the City of Orlando (and not Orange County) with respect to any Station located within the jurisdiction of the City of Orlando.

"Revenue Operation Date" means the date that the Commuter Rail System, after having received all State and Federal approvals for operation, is placed in commuter service for fare paying passengers to ride and shall have the same meaning as used by the FTA.

"Seminole County" means Seminole County, a charter county and political subdivision of the State.

"Share of Local Capital Cost" means the amount computed for each Local Government Partner pursuant to Section 4.02(B) of the Interlocal Governance Agreement.

"Share of Local Operating Support" means the amount computed for each Local Government Partner pursuant to Section 4.01(D) of the Interlocal Governance Agreement.

"Share of Local Operating Support Without Farebox" means the amount computed for each Local Government Partner pursuant to Section 4.01(B) of the Interlocal Governance Agreement.

"Share of FDOT Bond Debt Service" means the amount computed for each Local Government Partner pursuant to Section 4.03(B) of the Interlocal Funding Agreement.

"State" means the State of Florida.

"State of Good Repair" means performance of all necessary maintenance, including preventative maintenance, replacement of all infrastructure components on a schedule consistent with their life expectancy, and compliance with all applicable FRA and FTA regulations.

"Station" means a commuter rail passenger station on the Commuter Rail System, including the commuter rail passenger stations listed in Appendices C, D and E of the Interlocal Operating Agreement and any additional commuter rail passenger station added as Extended Service pursuant to Section 4.07 of the Interlocal Operating Agreement. The term "Station" includes the "Station Platform" and the "Station Property."

"Station Platform" means the Station loading platform located within the Corridor, including any improvements made thereto.

"Station Property" means the Station parking area and other Station property located outside the Corridor, including any improvements made thereto, that was acquired with Federal funds, proceeds of the Initial Capital Contributions of the Local Government Partners or as part of the Five-Year Capital Plan. The term "Station Property" does not include any other property acquired by the Local Government Partners with their own funds.

"Station Property Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Station Property in Section 4.01(B) of the Interlocal Funding Agreement.

"System Net Revenue Without Farebox" means, for any Fiscal Year, the amount computed by deducting the budgeted Operating Revenue without Farebox from the budgeted Total Operating Cost.

"System Operating Deficit" means, for any Fiscal Year, the amount computed by deducting the Total Operating Revenue from the Total Operating Cost.

"Technical Advisory Committee" means the advisory committee created pursuant to Section 3.07 of the Interlocal Governance Agreement.

"Total Operating Cost" means all expenses incurred in connection with operation and maintenance of the Commuter Rail System including, but not limited to, the following: (A) during the FDOT Funding Period, the cost for FDOT staff and contractors working for the Commuter Rail System, including indirect costs computed in accordance with a cost allocation plan meeting FRA and FTA requirements; (B) payments made to the Contract Operator; (C) the direct cost of Corridor Access Management; (D) the direct cost for Maintenance of Way; (E) the cost to maintain the Commuter Rail System's rolling stock, including the "capital maintenance cost," as defined in the agreement with the Contract Operator; (F) the direct cost to insure and provide risk management for the Commuter Rail System; (G) during the FDOT Funding Period, the cost incurred by FDOT, including indirect costs computed in accordance with an indirect cost allocation plan meeting FRA and FTA requirements; and (H) any other cost directly related to the Commuter Rail System. The term "Total Operating Cost" does not include Debt Service on the FDOT Fixed-Guideway Bonds or expenses related to operation of the Station Property.

During the FDOT Funding Period, the term "Total Operating Cost" does not include any cost associated or incurred by the Local Government Partners or other governmental entities regarding the Commission, Governing Board, Technical Advisory Committee or Customer Advisory Committee.

"Total Operating Revenue" means all revenues arising from the operation of the Commuter Rail System including, but not limited to, (A) revenue generated by and received from freight railroads operating on the Corridor (including the car charge payable pursuant to the Central Operating and Management Agreement, (B) liquidated damages paid by the Contract Operator, (C) financial contributions by other entities in support of Commuter Rail System operations including, but not limited, to Federal grant funds, (D) any other revenues arising as a result of the operation of Commuter Rail System, and (E) interest or investment earnings; provided however, that the term "Total Operating Revenue" does not include Local Station Revenue.