SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, July 28, 2026 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Andy Searles, Church Together

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Legislative Update (**Oscar Anderson, Southern Group)** 2026-0620

2. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** 2026-0619

IV. CONSENT AGENDA – PUBLIC PARTICIPATION

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

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

Public Comment (Consent Items Only)

Constitutional Officers – Consent Agenda (Item No. 3)

3. Approve Expenditure Approval List dated July 8, 2026; and Payroll Approval List dated July 2, 2026; and Approve BCC Official Minutes dated June 23, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2026-0614**

County Manager's Consent Agenda (Items No. 4 - 18)

County Manager's Office

4. Approve and authorize the Chairman to execute a Micro-Transit Service Agreement with Elevation High School. District2 - Zembower **(Kristian Swenson, Assistant County Manager)** **2025-1107**

Administrative Services

5. Approve recommended changes to the Seminole County, Florida Section 457(b) Government Employees' Deferred Compensation Plan Investment Products. Countywide (**Lorie Bailey Brown, CFO/Administrative Services Director**) **2026-0625**

6. Award IFB-5216-26/AES, Traffic Data Collection Services to Quality Traffic Data, LLC, North Hollywood, CA, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager).** Requesting Department - Public Works. **2026-0504**

7. Award IFB-5228-26/AES, Residential Roofing Services to Central Florida Equity Builders, Oviedo, Fl.; Emprise Partners LLC, Apopka, Fl.; Heart of Florida Roofing, Kissimmee, Fl.; Pat Lynch Construction, Orlando, Fl.; Roof Lab, LLC, Melbourne, Fl., and Ulloa Management Group, Saint Augustine, Fl. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Community Services **2026-0529**

8. Approve and authorize the Chairman to execute a Purchase Agreement for the acquisition of the vacant land located on Cameron Avenue, Sanford, Florida consisting of approximately 4.97 acres, in the amount of $1,275,000; authorize the County Manager to execute ancillary documents necessary to complete the transaction; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-036 in the 2024 Infrastructure Sales Tax Fund to transfer $1,300,000 from reserves. District5 - Herr **(Stephen Koontz, Assistant County Manager)** Requesting Department - Parks and Recreation **2026-0582**

9. Approve the ranking list and authorize Staff to negotiate rates in accordance with Section 287.055, Florida Statutes, The Consultant Competitive Negotiation Act (CCNA), and authorize the Purchasing and Contracts Division to execute twenty-three (23) Master Services Agreements (MSAs) for PS-6790-25/PCD: MSA for General Professional Consultant Services for Multidisciplinary A&E Services. Countywide**.** **(Stephen Koontz, Assistant County Manager)** Requesting Department- Multidepartment MSA to include Seminole County Public Works, Fleet & Facilities, Parks & Recreation, Environmental Services, and Utilities **2026-0596**

10. Award CC-7099-26/HSM Master Services Agreement for Small Utilities and Pipeline Rehabilitation to All State Civil Construction, Daytona Beach, FL, All Terrain Tractor, Sanford, FL, American Persian Engineering Construction (APEC), LLC Orlando, FL, Carr & Collier, Inc., Leesburg, FL, Development of Central FL, Inc, St. Cloud FL and Sawcross, Inc., Jacksonville, FL and authorize the Purchasing and Contracts Division to execute six (6) Master Services Agreements (MSAs). Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department -Utilities **2026-0612**

Community Services

11. Approve the 2026 - 2027 One Year Annual Action Plan and Housing Access 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 2026 - 2027 One Year Action plan and any subsequent agreement amendments. Countywide (**Allison Thall**, **Community Services Director**) **2026-0558**

Emergency Management

12. Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and T.E.A.R.S., Inc., regarding joint efforts for animal adoption. Countywide **(Alan Harris, Director of Emergency Management)** **2026-0530**

13. Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Emergency Management and Seminole County pursuant to the Elevate Florida Program. District3 - Constantine **(Alan Harris, Director of Emergency Management)** **2026-0532**

14. Approve and authorize the Chairman to execute the Resolution designating a portion of State Road 46, between Sanford Avenue and E. Lake Mary Boulevard, as “Mayor Larry A. Dale Memorial Highway”. Countywide **(Alan Harris, Emergency Management Director)** **2026-0603**

15. Approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs to manage residential grants through Florida Commerce. Countywide **(Alan Harris, Emergency Management Director)** **2026-0613**

Management and Budget

16. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-043 in the Federal Mitigation Grants Fund to appropriate funding in the amount of $8,203 for Phase I of erosion control improvements. District3 - Constantine **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management **2026-0611**

Office of Economic Development and Tourism

17. Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and the National Center for Simulation in the amount of $50,000 for the purpose of supporting the efforts to retain the Program Executive Office Simulation, Training, and Instrumentation (PEO STRI) in Central Florida. Countywide **(Gui Cunha, Office of Economic Development & Tourism Director)** **2026-0569**

Parks and Recreation

18. Approve and authorize the Chairman to execute the Amended Grant Award Agreement and the Release of Grant Award Agreement between Seminole County and the Florida Communities Trust transferring restrictions from the Jetta Point Property to Rolling Hills. District3 - Constantine & District4 -Lockhart **(Richard Durr, Parks & Recreation Director)** **2026-0628**

V. REGULAR AGENDA

19. **Millage Rates for TRIM Notification** - Approve the proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2026/27 County Budget. (**Timothy Jecks, Management & Budget Director**) **2026-0584**

Public Comment

20. Call Center Update **(Joe Alcala, Information Technology Director)** **2026-0626**

Public Comment

21. Microtransit Update **(Kristian Swenson, Assistant County Manager)** 2026-0624

Public Comment

VI. WORKSESSION

22. Boards and Committees (**Tricia Johnson, Deputy County Manager)** 2026-0622

Public Comment

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. DISTRICT COMMISSIONER REPORTS

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 5 - Chairman Herr

XI. CHAIRMAN'S REPORT

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

XIII. ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0620

Title:

Legislative Update (**Oscar Anderson, Southern Group)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0619

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: 2026-0614

Title:

Approve Expenditure Approval List dated July 8, 2026; and Payroll Approval List dated July 2, 2026; and Approve BCC Official Minutes dated June 23, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

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 List dated July 8, 2026; and Payroll Approval List dated July 2, 2026; and Approve BCC Official Minutes dated June 23, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JULY 28, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval List dated July 8, 2026; and Payroll Approval List dated July 2, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated June 23, 2026.

B. RECEIVED AND FILED LISTING (For Information Only)

1. AMDMT #1 TO W.O. #1 TO PS-5342-23/AECOM TECHNICAL SERVICES
2. AMDMT #1 TO W.O. #65 TO PS-2826-20/PEGASUS ENGINEERING
3. AMDMT #1 TO W.O. #69 TO PS-2826-20/PEGASUS ENGINEERING
4. AMDMT #1 TO W.O. #71 TO PS-2826-20/PEGASUS ENGINEERING
5. AMDMT #2 TO W.O. #1 TO PS-4100-22/ARDURRA GROUP
6. AMDMT #3 TO W.O. #2 TO PS-6144-24/BENTLEY GROUP
7. AMDMT #3 TO W.O. #41 TO PS-1822-18/CPH CONSULTING
8. AMDMT #4 TO W.O. #10 TO PS-4468-22/ARDAMAN & ASSOCIATES
9. ASSISTANT TENNIS PRO AGRMT/CHRISTOPHER SCOTT SAWYER
10. C.O. #4 TO CC-6462-25/SIGN CRAFTERS OF CENTRAL FLORIDA
11. CLOSEOUT TO CC-6473-25/G&G OF CENTRAL FLORIDA
12. CLOSEOUT TO W.O. #54 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP
13. CONDITIONAL UTILITY AGRMT FOR W&W/SANFORD W 46, LLC
14. CORRECTED AMDMT #1 TO W.O. #1 TO PS-5342-23/AECOM TECHNICAL SERVICES
15. FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/AMERICAN MUSLIM SOCIAL SERVICES (AS APPROVED BY THE BCC ON 7-22-2025)
16. FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/HOPE HELPS (AS APPROVED BY THE BCC ON 7-22-2025)
17. FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/LIFEBOAT PROJECT-BREAKWATER CENTER FOR WOMEN AND CHILDREN (AS APPROVED BY THE BCC ON 7-22-2025)
18. FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION AKA SAFEHOUSE OF SEMINOLE (AS APPROVED BY THE BCC ON 7-22-2025)
19. FIRST AMDMT TO PS-4824-23/GEOSYNTEC CONSULTANTS
20. FIRST AMDMT TO SHELTER FUNDING AGRMT FY 2025-2025/RESCUE OUTREACH OF CENTRAL FLORIDA (AS APPROVED BY THE BCC ON 10-14-2025)
21. FIRST AMDMT TO SHELTER FUNDING AGRMT FY 2025-2026/BOYS TOWN CENTRAL FLORIDA (AS APPROVED BY THE BCC ON 10-14-2025)

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JULY 28, 2026

22 IFB-5223-26 LANDFILL SYSTEMS OPERATION & MAINTENANCE SERVICES/INTEGRATED ENVIRONMENTAL TECHNOLOGY

23 IRREVOCABLE STANDBY LETTER OF CREDIT #347022432-L015 (PERFORMANCE BOND)/$174,007.90/HOWELL BRANCH ESTATES/LAS BOCAS CORP

24 MAINTENANCE BOND #7901274233/$15,023.90/RIVERBEND LANDINGS (BEARDALL AVE)

25 PARKS CONTRACT FOR SERVICES/DAVID HORETSKY

26 RENEWAL #1 TO IFB-604597-23/LIFE-ASSIST, INC

27 RENEWAL #1 TO PS-4824-23/GEOSYNTEC CONSULTANTS

28 RENEWAL #1 TO RFP-4933-23/KIMLEY-HORN & ASSOCIATES

29 RENEWAL #2 TO RFP-4208-22/PAT LYNCH CONSTRUCTION

30 RENEWAL #2 TO RFP-604298-22/FLEET ANALYTICS

31 RENEWAL #2 TO RFP-604360-22/ALLS WELL

32 RENEWAL #2 TO RFP-604360-22/APPLEONE EMPLOYMENT SERVICES

33 SATISFACTION OF MORTGAGE LIEN/HABITAT FOR HUMANITY OF SEMINOLE COUNTY/1321 W. 6TH STREET (AS APPROVED BY THE BCC ON 7-25-2023)

34 SHIP OWNER AGRMT FOR HOUSING RECONSTRUCTION/LINDA BLACK/1839 MCCARTHY AVE (AS APPROVED BY THE BCC ON 5-13-2025)

35 TOURIST TAX FUNDING AGRMT/JSA SPORTS/RIOT PLAYER DRAFT ALTAMONTE SPRINGS

36 W.O. #12 TO PS-4824-23/GEOSYNTEC CONSULTANTS

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/2/26 Through 7/8/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 5,109,222.51
00103	NATURAL LAND ENDOWMENT FUND	10,902.50
00105	SEMINOLE FOREVER FUND	4,127.63
00108	FACILITIES MAINTENANCE FUND	104,840.08
00111	TECHNOLOGY REPLACEMENT FUND	27,245.54
00112	MAJOR PROJECTS FUND	26,585.60
00113	COUNTYWIDE UTILITIES	147,857.00
00115	COURT PROGRAM FUND	275.00
10101	TRANSPORTATION TRUST FUND	478,610.83
10103	SUNRAIL OPERATIONS	25,356.50
10400	BUILDING PROGRAM	3,150.00
11000	TOURISM PARKS 1,2,3 CENT FUND	1,427,779.16
11001	TOURISM SPORTS 4 & 6 CENT FUND	6,881.50
11002	SCTID TOURISM IMP DIST FUND	95,063.81
11200	FIRE PROTECTION FUND	411,146.13
11400	COURT SUPP TECH FEE (ARTV)	10,698.02
11500	1991 INFRASTRUCTURE SALES TAX	5,462.93
11541	2001 INFRASTRUCTURE SALES TAX	1,980.00
11560	2014 INFRASTRUCTURE SALES TAX	2,471,942.25
11580	2024 INFRASTRUCTURE SALES TAX	1,628,085.58
11641	PUBLIC WORKS-INTERLOCAL AGREEM	56,990.80
11901	COMMUNITY DEVELOPMEN BLK GRANT	40,545.46
11904	EMERGENCY SHELTER GRANTS	11,111.58
11908	DISASTER PREPAREDNESS	1,051.18
11916	PUBLIC WORKS GRANTS	415,981.66
11919	COMMUNITY SVC GRANTS	2,726.17
11920	NEIGHBOR STABIL PROGRAM GRANT	2,045.67
11930	RESOURCE MANAGEMENT GRANTS	908.28
11932	MISCELLANEOUS GRANTS	5,000.00
11940	ENVIRONMENTAL SERVICES GRANTS	3,385.34
12024	SHIP AFFORDABLE HOUSING 23/24	89.92
12500	EMERGENCY 911 FUND	1,746.49
12606	MOBILITY FEE CORE DISTRICT	19,251.31
12804	LIBRARY-IMPACT FEE	17,561.39
13100	ECONOMIC DEVELOPMENT	2,620.00
15000	MSBU STREET LIGHTING	126,810.26
16000	MSBU PROGRAM	7,069.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	63.18
16035	MSBU BUTTONWOOD POND (LM/AWC)	1,259.20
16042	DEER RUN BLDG STABILZATN MSBU	35,817.38
16080	MSBU E CRYSTAL CHAIN OF LAKES	222.41
32300	FIVE POINTS DEVELOPMENT FUND	212,391.57
40100	WATER AND SEWER FUND	5,240,094.26
40108	WATER & SEWER CAPITAL IMPROVEM	636,649.10
40201	SOLID WASTE FUND	1,471,412.04
50200	WORKERS COMPENSATION FUND	20,353.73
50300	HEALTH INSURANCE FUND	176,174.68
60303	LIBRARIES-DESIGNATED	4,925.00
TOTAL REPORT		$ 20,511,469.63

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 8, 2026

CHECK SEQUENCE: CK # 993069-993398
ACH SEQUENCE: ACH # 817-872

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

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 07/02/2026
Biweekly Payroll Ending: 06/27/2026

Check Numbers: **163437 - 163453**
Voided Check Number: N/A

Net Expenditure Total: **$3,409,605.30**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 28th day of July, 2026.

_____
Chairman

_____

_____

_____

_____

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2025-1107

Title:

Approve and authorize the Chairman to execute a Micro-Transit Service Agreement with Elevation High School. District2 - Zembower **(Kristian Swenson, Assistant County Manager)**

Division:

County Manager Office

Authorized By:

Kristian Swenson, Assistant County Manager

Contact/Phone Number:

Ji Li/407-665-7226

Background:

Seminole County and Elevation High School desire to enter into an agreement for the County's third-party provider to make existing micro-transit services available for travel to and from Elevation's campus at no cost to riders. The agreement begins upon County execution and continues through June 30, 2027, with one optional two-year renewal at the County's discretion. The payment structure will be usage-based billing, where Elevation pays monthly for actual trips taken based on rates in Exhibit A.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Micro-Transit Service Agreement with Elevation High School.

DocuSign Envelope ID: AD39798A-35F7-8AFE-80F0-4B73433B1DB

AGREEMENT BETWEEN SEMINOLE COUNTY AND FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – SEMINOLE, INC. D/B/A ELEVATION HIGH SCHOOL FOR MICRO-TRANSIT SERVICES

THIS AGREEMENT is dated as of the 1st day of July 20 26, by and between **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," and **FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – SEMINOLE, INC. D/B/A ELEVATION HIGH SCHOOL**, a charter school and component unit of the district school board of Seminole County, Florida, whose address is 4243 17-92 Hwy, Sanford, FL 32773, in this Agreement referred to as "EHS" (individually, a "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, COUNTY has retained a third-party to provide micro-transit services for improved public transit in Seminole County; and

WHEREAS, members of the public commuting to and from EHS desire and have a need for public transit service within the COUNTY's micro-transit service area; and

WHEREAS, this Agreement will memoralize the availability and consideration for micro-transit services.

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

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

DocuSign Envelope ID: AD39798A-35F7-8AFE-80F0-4B73433TB1D8

Section 2. Term. The Agreement shall become effective on July 1, 2026 and shall expire on June 30, 2027 ("Initial Term"). At the sole option of COUNTY, this Agreement may be renewed for one (1) successive period not to exceed two (2) years. ("Renewal Period"). The Initial Term and Renewal Period (if any) are collectively referred to in this Agreement as the "Term."

Section 3. Micro-Transit Services. COUNTY, through its third-party, will provide micro-transit services to members of the public commuting to and from EHS's campus located at 4243 17-92 Hwy, Sanford, FL 32773 ("the Campus") at no cost to the rider, subject to availability. For the avoidance of doubt, this Agreement does not require the COUNTY to add any additional services with its third-party micro-transit provider. Rather, the services contemplated in this Agreement are a part of the current micro-transit services offered to all residents of Seminole County, subject to modifications, in COUNTY's sole discretion.

Section 4. Service Fee. In consideration of the public transit services to be made available by COUNTY's third-party micro-transit provider to members of the public commuting to and from the Campus, EHS will provide payment to COUNTY pursuant to one of the two methods selected by EHS below:

☒ **Usage-Based Payment**. EHS agrees to pay COUNTY for the actual cost of pick-ups and drop-offs to and from the Campus. The actual cost of pick-ups and drop-offs shall be calculated using the rates set forth in Exhibit A – Service Rate Schedule, attached hereto and incorporated into this Agreement.

(a) Each calendar month, COUNTY will prepare a detailed usage report identifying all pick-ups and drop-offs to and from the Campus. Each report shall include, at a minimum, the student username, date, time, and fare for each trip.

(b) No later than ten (10) business days following the end of each calendar month

(excluding COUNTY-observed holidays), COUNTY shall submit an invoice to EHS, accompanied by the detailed usage report, detailing the services provided and the total amount due pursuant to this Section.

(c) The total amount due shall be the aggregate actual cost of the qualifying trips for the calendar month, as reflected in the detailed usage report.

(d) EHS shall remit full payment of the invoice to COUNTY within thirty (30) calendar days from the date of the invoice. [Initial: _____ EHS _____ COUNTY]

☐ **Prepayment of Services with a Discounted Rate**. Within ten (10) business days of the execution of this Agreement by COUNTY, EHS agrees to provide COUNTY a lump sum payment of _____ ($_____) ("Prepayment"), which is a discounted amount offered by COUNTY based upon a mutually agreed upon estimate of the number of pick-ups and drop-offs to and from the Campus anticipated by the Parties. [Initial: _____ EHS _____ COUNTY]

Section 5. Advertising. The COUNTY agrees to provide EHS:

(a) current and accurate information, including service zones, hours of operation, fares, contact information, and any material changes affecting COUNTY's micro-transit services; and

(b) branded micro-transit service materials, such as logos, QR codes, and window clings, in accordance with ADA accessibility standards.

Section 6. Reporting Data. The COUNTY will provide EHS with data at the beginning of each calendar quarter for the prior calendar quarter, which shall include information about EHS ridership.

Section 7. Indemnification.

Docusign Envelope ID: AD39798A-35F7-8AFE-80F0-4B73433161D8

(a) Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, arising from or related to this Agreement.

(b) This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended.

(c) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

Section 8. Termination. Either Party may terminate this Agreement at any time upon giving thirty (30) calendar days' written notice to the other Party, or another timeframe mutually agreed upon by the Parties. If the Usage-Based Payment option in Section 4 is selected, EHS will be billed through the calendar month in which the services are rendered, as set forth in this Agreement. If the Prepayment of Services with a Discounted Rate option in Section 4 is selected, the Prepayment amount is non-refundable as the Parties bear the risk for reasons such as, the actual number of pick-ups and drop-offs are higher or lower than estimated, COUNTY's offering of a discounted Prepayment amount, COUNTY potentially needing to increase rates in the future, and service availability impacts to Seminole County residents as a result of this Agreement.

Section 9. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the

address for the Party as set forth 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:

Attention: Ji Li, Micro-Transit Manager
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

With a copy to:

Attention: County Manager's Office
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

As to EHS:

Attention: Dr. Johnny Nash, Principal
4243 17-92 Hwy
Sanford, FL 32773

Section 10. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 11. 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, as may be amended, relating to ethics in government.

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

Section 12. Dispute Resolution.

Docusign Envelope ID: AD39798A-35F7-8AFE-80F0-4B73433181D8

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, either Party to this Agreement may notify the other Party in writing 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) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

Section 13. Equal Opportunity Employment. No Party shall discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Both Parties 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, sexual orientation, gender identity 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 14. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida

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Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 15. 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 16. 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.

(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 the Parties, except as otherwise specifically provided in this Agreement.

Section 17. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

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 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 19. 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.

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Section 20. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

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

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – SEMINOLE, INC. D/B/A ELEVATION HIGH SCHOOL

DocuSigned by:

By: _____
91F13D407BF2446...

Print Name/Title: Yolanda Jackson Chairman of the Board

Date: 6/25/2026

_____
Witness

Arany Fogler
Print Name

_____
Witness

_____
Print Name

Approved as to form and
legal sufficiency.

_____
Signature

_____
Print Name

[Signatures and attestations continue on the following page.]

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
KL/
5/4/2026
T:\Users\klatorre\SCOUT\Agreement - Elevation High School CAO 5 4 26.docx

Attachment:
Exhibit A – Service Rate Schedule

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Exhibit A – Service Rate Schedule

Student Start Location	Student End Location	Discounted Fare with App booking	Discounted Fare with phone booking
EHS's campus	Monroe Zone	$3.25	$3.50
EHS's campus	Lake Mary Zone	$1.75	$2.00
EHS's campus	Howell Zone	$3.25	$3.50
EHS's campus	Brantley Zone	$4.75	$5.00
EHS's campus	Econ Zone	$4.75	$5.00
Monroe Zone	EHS's campus	$3.25	$3.50
Lake Mary Zone	EHS's campus	$1.75	$2.00
Howell Zone	EHS's campus	$3.25	$3.50
Brantley Zone	EHS's campus	$4.75	$5.00
Econ Zone	EHS's campus	$4.75	$5.00

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0625

Title:

Approve recommended changes to the Seminole County, Florida Section 457(b) Government Employees' Deferred Compensation Plan Investment Products. Countywide (**Lorie Bailey Brown, CFO/Administrative Services Director**)

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Lorie Bailey Brown/407-665-7176

Background:

The Seminole County 457(b) Government Deferred Compensation Plan (DCP) is a participant directed investment program, authorized by Section 112.215, Florida Statutes permitting counties to offer investment products including mutual funds, annuities, fixed accounts, target date funds and other vehicles approved for use in governmental deferred compensation plans.

The Deferred Compensation Plan Review Committee with Gallagher Fiduciary Advisors, an independent deferred compensation consultant, recommend changes to the Investment Products based on Expense and Fee Benchmarking of the DCP administered by Nationwide Financial.

The Expense and Fee Benchmarking process begins with building a customized benchmark group for comparison followed by an examination of value including investment costs, compliance with the investment policy and optimized indirect compensation. The review determined that (8) certain investment options should be replaced with existing or new options to improve performance consistency, reduce costs and strengthen long-term participant outcomes. Additionally, a recommendation to add a Large Cap Growth Index Fund which has consistently outperformed Large Cap Growth funds over the last few years.

A detailed Proposed Enhancement report summarizing each recommendation, performance finding, and proposed fund mapping is included with this item. The Fiduciary communicated to Nationwide the recommendations, and Nationwide is prepared to effect the changes.

Requested Action:

Staff requests the Board approve the recommended changes to the Seminole County, Florida Section 457(b) Government Employees' Deferred Compensation Plan Investment Products.

Gallagher

Insurance | Risk Management | Consulting

Proposed Enhancements for the Seminole County Plan
May 2026

Investment Recommendations For Discussion

- **Remove existing MFS Mid Cap Value (MVCKX) merge into the Existing Vanguard Select Value (VASVX)**
- MFS MCV has $1.2M (0.80%) of plan assets
  - On Watch fails 5-year absolute return, alpha and Sharpe ratio metrics
  - Investment Management fee is 61 basis points (0.61%)
- Vanguard SV has $2.1M (1.34%) of plan assets
  - Passes all five Investment Policy Statement metrics
  - Investment Management fee is 34 basis points (0.34%)

- **Remove existing JP Morgan US Equity merge into Existing Neuberger Quality Equity**
- JP Morgan US Equity has $11.1M (7.16%) of plan assets
  - On Watch fails 5-year absolute return, alpha and Sharpe ratio metrics
  - Investment Management fee is 44 basis points (0.44%)
- Neuberger Quality has $3.5M (2.29%) of plan assets
  - Passes all five Investment Policy Statement metrics
  - Investment Management fee is 59 basis points (0.59%)

- **Remove existing American Funds AMCAP merge into Existing Fidelity Contrafund**
- AMCAP has $8.6M (5.54%) of plan assets
  - On Watch fails all IPS 3&5-year absolute return, alpha and Sharpe ratio metrics
  - Investment Management fee is 33 basis points (0.33%)
- Fidelity Contra Fund
  - Passes all five Investment Policy Statement metrics
  - Investment Management fee is 45 basis points (0.45%)

Gallagher Fiduciary Advisors, LLC

Investment advisory services are offered by **Gallagher Fiduciary Advisors, LLC ("GFA"),** an SEC registered investment advisor that provides retirement, investment advisory, discretionary and independent fiduciary services. Registration as an investment adviser does not imply any specific level of skill or training and does not constitute an endorsement of the firm by the SEC. **GFA** is a limited liability company with Gallagher Benefit Services, Inc. as its single member. **GFA** may pay referral fees or other remuneration to employees of Arthur J. Gallagher & Co. or its affiliates or to independent contractors; such payments do not change our fee. Neither Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

Securities offered through **Osaic Wealth, Inc.** member FINRA/SIPC. **Osaic Wealth** is separately owned and other entities and/or marketing names, products or services referenced here are independent of **Osaic Wealth**.

Neither **Osaic Wealth**, Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

- **Remove existing Vanguard Mid Cap Growth merge into JP Morgan Mid Cap Growth R6**
- Vanguard Mid Cap Growth has $3.1M (1.96%) of plan assets
    - On Watch fails 5-year absolute return, alpha and Sharpe ratio metrics
    - Investment Management fee is 33 basis points (0.33%)
- JP Morgan Mid Cap Growth has $0.00M (0.00%) of plan assets
    - Passes all five Investment Policy Statement metrics
    - Investment Management fee is 65 basis points (0.65%)

- **Remove existing JP Morgan International Equity merge into Existing MFS International Value**
- JP Morgan International Equity has $554K (0.36%) of plan assets
    - On Watch fails # &5-year absolute return, alpha and Sharpe ratio metrics
    - Investment Management fee is 50 basis points (0.50%)
- MFS International Value
    - Passes all five Investment Policy Statement metrics
    - Investment Management fee is 66 basis points (0.66%)

- **Remove existing NatWest Bond and replace it with Dodge & Cox Income X**
- NatWest has $4.8M (3.08%) of plan assets
    - Fails all five IPS metrics
    - Investment Management fee is 37 basis points (0.37%)
- Dodge & Cox Income X
    - Passes all five Investment Policy Statement metrics in top quartile
    - Investment Management fee is 33 basis points (0.33%)

- **Remove existing Federated High Yield and replace it with Black Rock High Yield K**
- Federated has $2.6M (1.71%%) of plan assets
    - On Watch fails 5-year absolute return, alpha and Sharpe ratio metrics
    - Investment Management fee is 44 basis points (0.44%)
- Black Rock High Yield K
    - Passes all five Investment Policy Statement metrics in top quartile
    - Investment Management fee is 48 basis points (0.48%)

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- **Remove existing Nationwide Destination Target Dates and replace it with Vanguard Target Dates**
- Nationwide Destination series has 6.50% of plan assets
    - Entire series on Watch for failing 5-year absolute return, alpha and Sharpe ratio metrics (3 of the 4 return metrics)
    - Average Investment Management fee is nearly 50 basis points (0.50%)
- Vanguard Target Dates
    - Passes all five Investment Policy Statement metrics
    - Investment Management fee is 8 basis points (0.08%)

- **Add Fidelity Large Cap Growth Index**
    - Large Cap Growth Index Funds have consistently outperformed active Large Cap Growth funds over the last few years
    - Investment Management fee is 4 basis points (0.04%)

Gallagher Fiduciary Advisors, LLC

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File Number: 2026-0504

Title:

Award IFB-5216-26/AES, Traffic Data Collection Services to Quality Traffic Data, LLC, North Hollywood, CA, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager).** Requesting Department - Public Works.

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Amber Spears/407-665-7125

Background:

IFB-5216-26/AES, Traffic Data Collection Services, will provide traffic data collection services required to support and monitor the growth management activities, as well as providing data to support traffic studies to meet the needs of Seminole County.

The project was publicly advertised, and the County received seven (7) total responsive, responsible bids. The Review Committee consisting of Michael Blinn, Project Manager II, and Charles Wetzel, County Traffic Engineer, reviewed the responses. Consideration was given to past performance, qualifications and bid price as the determining factors.

The Review Committee recommends award for this project to Quality Traffic Data, LLC, lowest responsive, responsible bidder.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is $100,000. The budget for

this item is located under account business unit #077709.

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

Requested Action:

Staff requests the Board award IFB-5216-26/AES, Traffic Data Collection Services to Quality Traffic Data, LLC, North Hollywood, CA, and authorize the Purchasing and Contracts Division to execute the Agreement.

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

REVISED NOTICE OF INTENT TO AWARD

IFB-5216-26/AES, Traffic Data Collection Services

			Quality Traffic Data, LLC	Luke Transportation Engineering Consultants, Inc.	Stanley Consultants, Inc.	Quality Counts LLC	Rekor Recognition Systems, Inc.	BES, Inc.	Merantus Enterprises, LLC
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Annual 24-hour directional volume counts	Per Count	$70.00	$75.00	$95.00	$100.00	$160.05	$125.00	$175.00
2	Annual 48-hour directional volume counts	Per Count	$80.00	$115.00	$125.00	$150.00	$185.09	$190.00	$235.00
3	24-hour directional volume counts	Per Count	$70.00	$75.00	$125.00	$120.00	$160.05	$130.00	$150.00
4	48-hour directional volume counts	Per Count	$80.00	$115.00	$155.00	$170.00	$185.09	$195.00	$195.00
5	7-day, 24-hour directional volume counts	Per Count	$250.00	$330.00	$330.00	$490.00	$320.00	$450.00	$475.00
6	24-hour directional classification counts	Per Count	$80.00	$120.00	$155.00	$150.00	$210.13	$170.00	$250.00
7	48-hour directional classification counts	Per Count	$85.00	$205.00	$195.00	$200.00	$235.16	$225.00	$315.00
8	7-day, 24-hour directional classification counts	Per Count	$285.00	$405.00	$460.00	$610.00	$470.22	$600.00	$725.00
9	24-hour directional speed data	Per Count	$80.00	$115.00	$155.00	$150.00	$210.13	$165.00	$160.00
10	48-hour directional speed data	Per Count	$85.00	$140.00	$195.00	$200.00	$235.16	$225.00	$205.00

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

REVISED NOTICE OF INTENT TO AWARD

IFB-5216-26/AES, Traffic Data Collection Services

			Quality Traffic Data, LLC	Luke Transportation Engineering Consultants, Inc.	Stanley Consultants, Inc.	Quality Counts LLC	Rekor Recognition Systems, Inc.	BES, Inc.	Merantus Enterprises, LLC
Line Item	**Description**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**
11	1 hour Turning Movement Count	Per Count	$60.00	$105.00	$100.00	$90.00	$215.13	$145.00	$110.00
12	2 hour Turning Movement Count	Per Count	$150.00	$155.00	$145.00	$200.00	$220.13	$190.00	$165.00
13	4 hour Turning Movement Count	Per Count	$225.00	$205.00	$260.00	$260.00	$250.16	$290.00	$275.00
14	8 hour Turning Movement Count	Per Count	$380.00	$355.00	$460.00	$310.00	$330.10	$550.00	$495.00
15	1-day video only (no data reduction)	Per Count	$350.00	$215.00	$175.00	$80.00	$222.14	$150.00	$125.00
16	Data Analysis and Summary	Per Hour	$60.00	$250.00	$95.00	$90.00	$200.85	$105.00	$75.00
TOTALS			**$2,390.00**	**$2,980.00**	**$3,225.00**	**$3,370.00**	**$3,809.59**	**$3,905.00**	**$4,130.00**

Recommendation and Notice of Intent to Award: Quality Traffic Data, LLC
BOCC Meeting Date: July 28, 2026
Posted By: Amber Spears, Senior Procurement Analyst

Notice of Recommended Award

Recommendation of Award for:

IFB-5216-26/AES, Traffic Data Collection Services

To: Quality Traffic Data, 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: Michael Blinn

Signature: [signature] Date: 6-16-2026

Name: [illegible]

Signature: Charlie Wetzel Date: 6/16/26

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

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

Name: Tammy M Moore

Signature: [signature] Date: 6/16/26

TERM CONTRACT FOR TRAFFIC DATA COLLECTION SERVICES
(IFB-5216-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **QUALITY TRAFFIC DATA, LLC,** duly authorized to conduct business in the State of Florida, whose address is 4605 Lankershim Blvd, Suite 720, North Hollywood, CA 91602, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide traffic data collection services for Seminole County; and

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Traffic Engineering
140 Bush Loop
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

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

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

Section 18. Dispute Resolution.

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

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Quality Traffic Data, LLC
4605 Lankershim Blvd, Suite 720
North Hollywood, CA 91602

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

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

Section 32. E-Verify System Registration.

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

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

The remainder of this page has been intentionally left blank.

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

ATTEST: QUALITY TRAFFIC DATA, LLC

_____	By: _____
Witness	
_____	Farivar "Danny" Gouhari
Print Name	Print Name
_____	Vice President
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

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

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

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

1. Scope of Services

1.1. PROJECT DESCRIPTION

The County is soliciting bids from qualified firms to provide traffic data collection services. The Bidder shall be able to provide to annual traffic volume data collection, a compilation of county travel and delay reports, as well as traffic data collection to include speed, volume/class data.

The work will consist of setting up and retrieving traffic counters, summarizing data in required format, extracting and summarizing peak hour data, conducting quality assurance review, and providing the final product in required format and quantities as specified in this scope of services. All services will be on an "as needed" or upon request basis for the duration of the agreement.

1.2. SPECIFICATIONS - ANNUAL SEGMENT COUNTS

A. Scope of Work

The data collected at each segment count location shall be directional and broken down into hourly and fifteen-minute totals. A single page printout in .pdf format shall be provided with 24-hour directional totals and 24-hour total volume reflected on a single page as shown on "Attachment H."

Data shall also be compiled in an Excel spreadsheet with Station ID, Segment Limits, Count Location, previous and current year AADT, K Factor, D Factor, Peak Period Start Time, Peak Hour Volume, Peak Direction Volume, Peak Direction, Opposite Direction Volume, Through Lanes and Posted Speed Limit as shown on "Attachment I."

B. Project Locations

Traffic data collection to be performed at various locations throughout Seminole County and the State classified road system. Specific count locations are identified by locations as noted on "Exhibit D." A summary listing all annual count locations is enclosed with this scope of services.

C. Project Schedule

Typical data collection shall not begin before 1200 hours on Mondays and must terminate before 1200 on Fridays unless otherwise noted. Data shall not be collected on holidays of school vacation days. All data collected shall comply with standards as set forth by the Institute of Transportation Engineers "Manual of Traffic Engineering Studies" and the F.D.O.T. "Methodology for Taking Traffic Data "report dated 1993.

D. Quantities

The annual segment counts total approximately 500 count locations and all data must be collected during the months of January through March. The total quantity is subject to change

pending roadway construction and additions/subtractions as deemed necessary by the Seminole County Traffic Engineer.

E. Traffic Study Data

In addition to the annual segment counts, Seminole County will require various automatic traffic counts (speed, classification, volume, etc.), turning movement counts (TMC's), intersection delay studies and speed radar gun data collection. For these services, Seminole County will issue a work order specifying quantities, locations and required schedules. The cost of these services shall comply with the price proposal as specified in this contract.

1. Manual Turning Movement Counts

1 hour, 2-hour, 4 hours, and 8-hour intersection turning movements counts to be performed in accordance with the most current County and F.D.O.T. specifications. The turning movement counts shall be summarized in 15-minute periods and hourly totals for each lane group. The submitted data shall include but not limited to an intersection diagram, north arrow, vehicle/pedestrian/large truck volumes, weather conditions, etc. A fee schedule shall be submitted for the turning movement tasks as listed here to be used for the duration of this contract.

2. Automatic Traffic Data

Volume, classification, speed, and travel time and delay studies will be required on an as needed basis. The product of these tasks shall be summarized in the same format as the Segment Counts as noted in Section A (1) of this scope of services. Types of data to be collected shall include the following items:

a. Annual 24-hour directional volume counts

b. Annual 48-hour directional volume counts

c. 24-hour directional volume counts

d. 48-hour directional volume counts

e. 7-day, 24-hour directional volume counts

f. 24-hour directional classification counts

g. 48-hour directional classification counts

h. 7-day 24-hour directional classification counts

i. 24-hour directional speed data

j. 48-hour directional speed data

k. 1 hour Turning Movement Count

l. 2 hour Turning Movement Count

m. 4 hour Turning Movement Count

n. 8 hour Turning Movement Count

o. 1-day Video Only (no data reduction)

3. Data Analysis and Summary (per hour)

The intent here is to have a man hour item for use in analyzing and/or summarizing various types of data. This data could include automatically collected data from any of our County systems, including our probe data systems (Urban SDK or ClearGuide), Bluetooth travel time system, signal performance metric (SPM) system or central signal system software (ATMS. Now). The proposer will provide one man hour estimate for the data analyzer's time. Prior to any work being done by this method, the County will ask for a total time estimate for the requested task. The total time will include the man hours necessary for data analysis and summary, as well as the preparation of any reports or summary files (spreadsheets, database files, web pages, etc.).

The applicants shall propose the method of data collection for the Travel Time and Delay studies.

F. Quality Assurance Review

The project manager responsible for the contracted firm providing the data shall conduct an in-depth quality assurance review to ensure validity of the data collected prior to summarization. The data shall be compared to the historical count data at the same count station from previous count periods. Count locations that vary significantly from historical data are subject to being reset without additional compensation. Some count stations may be impacted by various activities – construction, road closure, crash, etc. and the County Traffic Engineer may elect to recount the affected location(s) as a later date. The respective firm shall be compensated for additional counts under those conditions.

G. Project Submittals

Contractor shall submit the following items upon completion of work:

1. Four (4) hard copies of the annual report summary spreadsheet with the counts totals and respective data as identified in "Attachment I."

2. The actual summary data spreadsheet on disk.

H. Project Management

Contractor shall identify a project manager for the duration of the project. Telephone/FAX numbers shall be provided for normal /emergency contact. A secondary person with knowledge of all project requirements shall also be identified.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

SAMPLE

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

SAMPLE

PRICING PROPOSAL

Traffic Data Collection Services, IFB-5216-26/AES

Quality Traffic Data, LLC			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
1	Annual 24-hour directional volume counts	Per Count	$70.00
2	Annual 48-hour directional volume counts	Per Count	$80.00
3	24-hour directional volume counts	Per Count	$70.00
4	48-hour directional volume counts	Per Count	$80.00
5	7-day, 24-hour directional volume counts	Per Count	$250.00
6	24-hour directional classification counts	Per Count	$80.00
7	48-hour directional classification counts	Per Count	$85.00
8	7-day, 24-hour directional classification counts	Per Count	$285.00
9	24-hour directional speed data	Per Count	$80.00
10	48-hour directional speed data	Per Count	$85.00
11	1 hour Turning Movement Count	Per Count	$60.00
12	2 hour Turning Movement Count	Per Count	$150.00
13	4 hour Turning Movement Count	Per Count	$225.00
14	8 hour Turning Movement Count	Per Count	$380.00
15	1-day video only (no data reduction)	Per Count	$350.00
16	Data Analysis and Summary	Per Hour	$60.00
TOTAL			**$2,390.00**

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5216-26 TRAFFIC DATA COLLECTION

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Traffic Data Collection Services

Agreement Number: IFB-5216-26/AES

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 IFB5216-26/AES 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 27th day of May, 20 26.

Quality Traffic Data, LLC
Consultant Name

By: [signature]
Print/Type Name: Elie Berk
Title: Assistant Project Manager

STATE OF California

COUNTY OF Los Angeles

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

See Attached

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

E-Verify Affidavit
Revised 5/19/2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27th day of May, 2026, by Eric Beck,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

TINA SCOTT
Notary Public - California
Los Angeles County
Commission # 2433694
My Comm. Expires Jan 9, 2027

(Seal) Signature

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: *Danny Gouhari*

Title: VP

Signature: *Danny Gouhari* Date: 05-22-2026

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5216-26/AES

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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

2. I am an officer or representative of Quality Traffic Data, LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

[signature] 5/27/26

Signature Date

Eric Beek, Assistant Project Manager

Print Name, Title

STATE OF CA
COUNTY OF Los Angeles

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

See Attached

(Affix Notary Stamp or Seal)

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 27, 2026 before me, Tina Scott, Notary Public
(insert name and title of the officer)

personally appeared Eric Beck,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TINA SCOTT
Notary Public - California
Los Angeles County
Commission # 2433694
My Comm. Expires Jan 9, 2027

Signature _____ (Seal)

File Number: 2026-0529

Title:

Award IFB-5228-26/AES, Residential Roofing Services to Central Florida Equity Builders, Oviedo, Fl.; Emprise Partners LLC, Apopka, Fl.; Heart of Florida Roofing, Kissimmee, Fl.; Pat Lynch Construction, Orlando, Fl.; Roof Lab, LLC, Melbourne, Fl., and Ulloa Management Group, Saint Augustine, Fl. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Community Services

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Amber Spears/407-665-7125

Background:

IFB-5228-26/AES, Residential Roofing Services, will provide roofing repairs and replacements on residential projects identified through Seminole County Community Services' programs.

The project was publicly advertised, and the County received twenty-six (26) total responses.

The Review Committee consisting of Paul Pendang, Project Manager I; Storm Tackett, Project Manager I; and Tadine Diaz, Housing Division Service Division Manager, reviewed the responses and recommends award to the six (6) lowest priced responsive, responsible bidders, Central Florida Equity Builders, Oviedo, Fl.; Emprise Partners LLC, Apopka, Fl.; Heart of Florida Roofing, Kissimmee, Fl.; Pat Lynch Construction, Orlando, Fl.; Roof Lab, LLC, Melbourne, Fl., and Ulloa Management Group, Saint Augustine, Fl. Consideration was given to past performance,

qualifications and bid price.

Authorization for performance under these Agreements will be in the form of written Purchase Orders issued by the County. The Agreements will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreements may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is $400,000. The budget for this item is determined by SHIP (State Housing Initiatives Partnership) funding, located under account business unit #06672425.

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

Requested Action:

Staff requests the Board award IFB-5228-26/AES, Residential Roofing Services to Central Florida Equity Builders, Oviedo, Fl.; Emprise Partners LLC, Apopka, Fl.; Heart of Florida Roofing, Kissimmee, Fl.; Pat Lynch Construction, Orlando, Fl.; Roof Lab, LLC, Melbourne, Fl., and Ulloa Management Group, Saint Augustine, Fl., and authorize the Purchasing and Contracts Division to execute the Agreement.

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

NOTICE OF INTENT TO AWARD

IFB-5228-26/AES, Residential Roofing Services

				305 BROTHERS ALL IN ONE		A. Bartlett Roofing & Construction Services, LLC		Architectural Sheet Metal, Inc.		Beery Roofing & Redesign, LLC		Central Florida Equity Builders		CIG Contractors, LLC	
Line Item	**Position**	**Estimated Need**	**UOM**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$50.00	$9,000.00	$60.00	$10,800.00	$65.00	$11,700.00	$42.00	$7,560.00	$47.06	$8,470.80	$106.64	$19,195.20
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$55.00	$2,200.00	$80.00	$3,200.00	$97.50	$3,900.00	$75.00	$3,000.00	$52.71	$2,108.40	$149.30	$5,972.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$35.00	$31,500.00	$45.00	$40,500.00	$55.00	$49,500.00	$37.00	$33,300.00	$34.56	$31,104.00	$83.79	$75,411.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$45.00	$1,800.00	$60.00	$2,400.00	$82.50	$3,300.00	$60.00	$2,400.00	$38.70	$1,548.00	$117.31	$4,692.40
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$30.00	$27,000.00	$45.00	$40,500.00	$45.00	$40,500.00	$29.00	$26,100.00	$18.00	$16,200.00	$68.56	$61,704.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$35.00	$1,400.00	$60.00	$2,400.00	$67.50	$2,700.00	$45.00	$1,800.00	$20.00	$800.00	$95.98	$3,839.20
Total					**$72,900.00**		**$99,800.00**		**$111,600.00**		**$74,160.00**		**$60,231.20**		**$170,813.80**
7	Mark-up for Materials over Actual Cost, 10% maximum.		%	15		10		10		10		8		10	
8	Mark-down for Materials over Actual Cost.		%	5		0		0		0		1		0	

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

NOTICE OF INTENT TO AWARD

IFB-5228-26/AES, Residential Roofing Services

				Emprise Partners LLC		Fortified Roofing Solutions		Frazier Contracting		Gattis Roofing LLC		Grasco LLC		Heart of Florida Roofing	
Line Item	**Position**	**Estimated Need**	**UOM**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$42.00	$7,560.00	$85.00	$15,300.00	$40.00	$7,200.00	$75.00	$13,500.00	$48.00	$8,640.00	$41.50	$7,470.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$55.00	$2,200.00	$125.00	$5,000.00	$60.00	$2,400.00	$100.00	$4,000.00	$64.00	$2,560.00	$65.00	$2,600.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$32.00	$28,800.00	$60.00	$54,000.00	$30.00	$27,000.00	$40.00	$36,000.00	$38.00	$34,200.00	$20.00	$18,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$43.00	$1,720.00	$55.00	$2,200.00	$50.00	$2,000.00	$50.00	$2,000.00	$48.00	$1,920.00	$30.00	$1,200.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$28.00	$25,200.00	$50.00	$45,000.00	$35.00	$31,500.00	$30.00	$27,000.00	$35.00	$31,500.00	$30.00	$27,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$37.00	$1,480.00	$45.00	$1,800.00	$45.00	$1,800.00	$40.00	$1,600.00	$48.00	$1,920.00	$45.00	$1,800.00
Total					**$66,960.00**		**$123,300.00**		**$71,900.00**		**$84,100.00**		**$80,740.00**		**$58,070.00**
7	Mark-up for Materials over Actual Cost, 10% maximum.		%	10		10		10		10		10		10	
8	Mark-down for Materials over Actual Cost.		%	0		0		3		0		10		5	

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

NOTICE OF INTENT TO AWARD

IFB-5228-26/AES, Residential Roofing Services

				Hodges Brothers Roofing LLC		Jackson Brothers Construction Services LLC		Janja Group LLC		J&J ALL INCLUSIVE SERVICES LLC		Main Enterprise LLC		Next Dimension Construction and Roofing	
Line Item	Position	Estimated Need	UOM	Hourly Cost	Total	Hourly Cost	Total	Hourly Cost	Total	Hourly Cost	Total	Hourly Cost	Total	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$50.00	$9,000.00	$80.00	$14,400.00	$46.00	$8,280.00	$72.00	$12,960.00	$38.80	$6,984.00	$60.00	$10,800.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$50.00	$2,000.00	$90.00	$3,600.00	$69.50	$2,780.00	$88.00	$3,520.00	$58.20	$2,328.00	$150.00	$6,000.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$35.00	$31,500.00	$55.00	$49,500.00	$35.50	$31,950.00	$37.00	$33,300.00	$29.10	$26,190.00	$45.00	$40,500.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$35.00	$1,400.00	$70.00	$2,800.00	$53.00	$2,120.00	$47.00	$1,880.00	$43.65	$1,746.00	$112.50	$4,500.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$40.00	$36,000.00	$50.00	$45,000.00	$38.50	$34,650.00	$34.00	$30,600.00	$33.95	$30,555.00	$50.00	$45,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$40.00	$1,600.00	$65.00	$2,600.00	$57.00	$2,280.00	$44.00	$1,760.00	$51.41	$2,056.40	$124.50	$4,980.00
Total					**$81,500.00**		**$117,900.00**		**$82,060.00**		**$84,020.00**		**$69,859.40**		**$111,780.00**
7	Mark-up for Materials over Actual Cost, 10% maximum.		%	0		10		9		9		10		10	
8	Mark-down for Materials over Actual Cost.		%	0		0		2		1		10		0	

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

NOTICE OF INTENT TO AWARD

IFB-5228-26/AES, Residential Roofing Services

				Nicopat LLC		P&A Roofing and Sheet Metal, Inc.		Pat Lynch Construction		Qualitech Construction Group		Ridgeline Roofing & Restoration DBA Rooflab		RIGHT NOW ROOFING, LLC.	
Line Item	**Position**	**Estimated Need**	**UOM**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$49.50	$8,910.00	$68.00	$12,240.00	$40.00	$7,200.00	$68.00	$12,240.00	$50.00	$9,000.00	$50.00	$9,000.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$74.25	$2,970.00	$88.00	$3,520.00	$40.00	$1,600.00	$92.00	$3,680.00	$70.00	$2,800.00	$60.00	$2,400.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$32.35	$29,115.00	$62.00	$55,800.00	$25.00	$22,500.00	$39.00	$35,100.00	$30.00	$27,000.00	$35.00	$31,500.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$48.53	$1,941.20	$85.00	$3,400.00	$25.00	$1,000.00	$60.00	$2,400.00	$60.00	$2,400.00	$35.00	$1,400.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$38.00	$34,200.00	$60.00	$54,000.00	$15.00	$13,500.00	$36.00	$32,400.00	$30.00	$27,000.00	$30.00	$27,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$57.10	$2,284.00	$83.00	$3,320.00	$15.00	$600.00	$55.00	$2,200.00	$40.00	$1,600.00	$30.00	$1,200.00
Total					**$79,420.20**		**$132,280.00**		**$46,400.00**		**$88,020.00**		**$69,800.00**		**$72,500.00**
7	Mark-up for Materials over Actual Cost, 10% maximum.		%	10		10		5		8		9		5	
8	Mark-down for Materials over Actual Cost.		%	0		0		0		0		1		0	

Administrative Services - Purchasing and Contracts

Robert Bradley, Purchasing and Contracts Manager

NOTICE OF INTENT TO AWARD

IFB-5228-26/AES, Residential Roofing Services

				TV Roofing		Ulloa Management Group, LLC	
Line Item	**Position**	**Estimated Need**	**UOM**	**Hourly Cost**	**Total**	**Hourly Cost**	**Total**
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$50.00	$9,000.00	$45.00	$8,100.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$60.00	$2,400.00	$35.00	$1,400.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$45.00	$40,500.00	$30.00	$27,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$45.00	$1,800.00	$35.00	$1,400.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$30.00	$27,000.00	$25.00	$22,500.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$30.00	$1,200.00	$30.00	$1,200.00
Total					**$81,900.00**		**$61,600.00**
7	Mark-up for Materials over Actual Cost, 10% maximum.		%	10		10	
8	Mark-down for Materials over Actual Cost.		%	0		10	

Recommendation and Notice of Intent to Award: Central Florida Equity Builders, Emprise Partners LLC, Heart of Florida Roofing, Pat Lynch Construction, Roof Lab, LLC, and Ulloa Management Group

BOCC Meeting Date: July 14, 2026

Posted By: Amber Spears, Senior Procurement Analyst

Notice of Recommended Award

Recommendation of Award for:

IFB-5228-26/AES, Residential Roofing Services

To: Central Florida Equity Builders, Emprise Partners LLC, Heart of Florida Roofing, Pat Lynch Construction, Roof Lab, LLC, and Ulloa Management Group

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: Paul Pendang

Signature: _____ Date: 6/16/26

Name: Storm Tackett

Signature: _____ Date: 6/16/26

Name: Tadine Diaz

Signature: _____ Date: 6/16/26

Name: _____

Signature: _____ Date: _____

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

Name: Allison Thall

Signature: _____ Date: 6/16/2026

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **CENTRAL FLORIDA EQUITY BUILDERS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 2582 Connection Pt., Suite 1008. Oviedo, Florida 32765, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Central Florida Equity Builders
2582 Connection Pt., Suite 1008
Oviedo, Florida 32765

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

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

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

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

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

The remainder of this page has been intentionally left blank.

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

ATTEST: CENTRAL FLORIDA EQUITY BUILDERS, LLC

_____	By: _____
Witness	
_____	Edward Petrow
Print Name	Print Name
_____	Chief Executive Officer
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

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

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

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

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

SAMPLE

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

SAMPLE

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$47.06	$8,470.80
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$52.71	$2,108.40
3	Roofer Helper (Regular Business Hours)	900	Hour	$34.56	$31,104.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$38.70	$1,548.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$18.00	$16,200.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$20.00	$800.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	8
8	Mark-down for Materials over Actual Cost.	%	1

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: RESIDENTIAL ROOFING SERVICES

Agreement Number: IFB-5228-26/AES

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5228-26/AES 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 15 day of May, 20 26.

Central Florida Equity Builders LLC
Consultant Name

By: _____
Print/Type Name: Edward Petrow
Title: Executive Vice President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 15 day of May, 20 26, by Edward Petrow (Full Name of Affiant).

KEELEY EHRENREICH
Commission # HH 484541
Expires February 23, 2028

_____
Print/Type Name Keeley Ehrenreich
Notary Public in and for the County
and State Aforementioned
My commission expires: 2.23.28

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

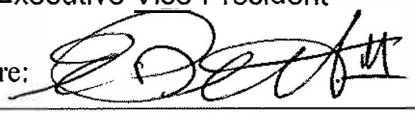
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

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

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

Printed Name: Edward Petrow

Title: Executive Vice President

Signature: 

Date: 15 May 2026

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5228-26/AES

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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

2. I am an officer or representative of Central Florida Equity Builders LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

15 May 2026
Date

Edward Petrow Executive Vice President
Print Name, Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2026, by Edward Petrow, as Executive Vice President, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Keeley Ehrenreich
My commission expires: 2.23.28

KEELEY EHRENREICH
Commission # HH 484541
Expires February 23, 2028

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **EMPRISE PARTNERS LLC**, duly authorized to conduct business in the State of Florida, whose address is 2257 Ficus Alley, Apopka, Florida 32703, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Emprise Partners LLC
2257 Ficus Alley
Apopka, Florida 32703

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

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

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

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

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

The remainder of this page has been intentionally left blank.

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

ATTEST: EMPRISE PARTNERS LLC

_____	By: _____
Witness	
_____	Ednel Saint Jean
Print Name	Print Name
_____	President & Chief Executive Officer
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

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

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

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

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

SAMPLE

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

SAMPLE

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$42.00	$7,560.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$55.00	$2,200.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$32.00	$28,800.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$43.00	$1,720.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$28.00	$25,200.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$37.00	$1,480.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	10
8	Mark-down for Materials over Actual Cost.	%	0

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Residential Roofing Services

Agreement Number: IFB-5228-26/AES

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5228-26/AES 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 26 day of MAY, 2026.

Emprise Partners LLC
Consultant Name

By: _____
Print/Type Name: Ednel Saint Jean
Title: President & CEO

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 26 day of May, 2026, by Ednel Saint Jean (Full Name of Affiant).

NICOLE RIVERA
Notary Public - State of Florida
Commission # HH 734272
My Comm. Expires Oct 23, 2029

_____
Print/Type Name Nicole Rivera
Notary Public in and for the County
and State Aforementioned
My commission expires: 10/23/2029

Scanned w CamScanner

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

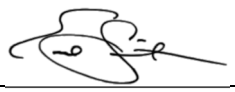
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

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

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

Printed Name: Ednel Saint Jean

Title: President & CEO

Signature:  Date: 05/26/2026

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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

2. I am an officer or representative of Ednel Saint Jean ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

05/26/26
Date

Ednel Saint Jean / President & CEO
Print Name, Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 26 day of May, 2026 by Ednel Saint Jean as Officer, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☑ have produced as identification. FL Driver License

Nicole Rivera
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Nicole Rivera
My commission expires: 10/23/2029

NICOLE RIVERA
Notary Public - State of Florida
Commission # HH 734272
My Comm. Expires Oct 23, 2029

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **HEART OF FLORIDA ROOFING L.L.C**, duly authorized to conduct business in the State of Florida, whose address is 22 West Monument Ave, Suite 31, Kissimmee, Florida 34741, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Heart of Florida Roofing L.L.C
22 West Monument Ave, Suite 31
Kissimmee, Florida 34741

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

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

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

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

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

The remainder of this page has been intentionally left blank.

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

ATTEST: HEART OF FLORIDA ROOFING L.L.C

_____	By: _____
Witness	
_____	Anthony Cape
Print Name	Print Name
_____	Owner
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

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

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

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

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

SAMPLE

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

SAMPLE

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$41.50	$7,470.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$65.00	$2,600.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$20.00	$18,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$30.00	$1,200.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$30.00	$27,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$45.00	$1,800.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	10
8	Mark-down for Materials over Actual Cost.	%	5

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Residential Roofing Services

Agreement Number: IFB-5228-26/AES

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5228-26/AES 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 26th day of May, 2026.

Heart of Florida Roofing
Consultant Name

By: [signature]
Print/Type Name: Anthony Cape
Title: Owner / CEO

STATE OF FL

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 26 day of May, 2026, by Anthony Cape (Full Name of Affiant).

NATALIE SANDERS
MY COMMISSION # HH 531624
EXPIRES: May 27, 2028

[signature]
Print/Type Name Natalie Sanders
Notary Public in and for the County
and State Aforementioned
My commission expires: 5-27-28

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: Anthony Cape

Title: Owner and CFO

Signature: Anthony Cape Date: 05/20/26

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5228-26/AES

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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

2. I am an officer or representative of Heart of Florida Roofing ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Tony Cope — Signature

5-26-26 — Date

Anthony Cope, Owner/CEO — Print Name, Title

STATE OF FL
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of MAY, 2026, by Anthony Cope, as Owner, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Natalie Sanders — Notary Public Signature

(Affix Notary Stamp or Seal)

NOTARY PUBLIC STATE OF FLORIDA
NATALIE SANDERS
MY COMMISSION # HH 531624
EXPIRES: May 27, 2028

Print, Type or Stamp Name of Notary: Natalie Sanders
My commission expires: 5-27-28

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **PAT LYNCH CONSTRUCTION LLC**, duly authorized to conduct business in the State of Florida, whose address is 909 Dennis Ave, Orlando, Florida 32807, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Pat Lynch Construction LLC
909 Dennis Ave
Orlando, Florida 32807

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

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

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

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

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

The remainder of this page has been intentionally left blank.

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

ATTEST: PAT LYNCH CONSTRUCTION LLC

_____	By: _____
Witness	
_____	Patrick Lynch
Print Name	Print Name
_____	Owner
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

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

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

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

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

SAMPLE

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

SAMPLE

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$40.00	$7,200.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$40.00	$1,600.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$25.00	$22,500.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$25.00	$1,000.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$15.00	$13,500.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$15.00	$600.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	5
8	Mark-down for Materials over Actual Cost.	%	0

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Pat Lynch Construction

Agreement Number: 3025539

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 3025539 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 26 day of may, 20 26.

PatLynchConstruciton
Consultant Name

By: Pat Lynch Construction
Print/Type Name: Nathaniel Lynch
Title: Vice President

STATE OF florida

COUNTY OF orange

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this 26 day of may, 20___, by nathaniel Lynch (Full Name of Affiant).

VALDIRA SPEAKE
Commission # HH 336630
Expires January 25, 2027

Print/Type Name valdira speake
Notary Public in and for the County
and State Aforementioned
My commission expires: 01 25 27

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: Nathaniel J Lynch

Title: Vice President

Signature: [signature]

Date: 5-26-26

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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

2. I am an officer or representative of Pat Lynch Construction ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5-26-26
Date

Nathaniel Lynch Vice President
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of May, 2026, by Nathaniel Lynch as _____, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: 01-25-27

(Affix Notary Stamp or Seal)

NOTARY PUBLIC STATE OF FLORIDA
VALDIRA SPEAKE
Commission # HH 336630
Expires January 25, 2027

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **ROOF LAB, LLC**, duly authorized to conduct business in the State of Florida, whose address is 3840 W Eau Gallie Blvd, Suite 103, Melbourne, FL 32934, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Roof Lab, LLC
3840 W Eau Gallie Blvd, Suite 103
Melbourne, FL 32934

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: ROOF LAB, LLC

_____	By: _____
Witness	
_____	Daniel Baldus
Print Name	Print Name
_____	Chief Executive Officer
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

_____	By: _____
Witness	ROBERT BRADLEY,
_____	Purchasing Division Manager
Print Name	
	Date: _____
_____	
Witness	
_____	
Print Name	

As authorized for execution by the Board of County Commissioners at its _____, 2026, regular meeting.

Attachments:
- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

SAMPLE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

SAMPLE

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$50.00	$9,000.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$70.00	$2,800.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$30.00	$27,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$60.00	$2,400.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$30.00	$27,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$40.00	$1,600.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	9
8	Mark-down for Materials over Actual Cost.	%	1

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Ridgeline Roofing DBA Rooflab

Agreement Number: 2792521

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 2792521 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 15 day of May, 2026.

Consultant Name

By: Daniel Baldus

Print/Type Name: Daniel Baldus

Title: CEO

STATE OF Florida

COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this 15 day of May, 2026, by Daniel Baldus (Full Name of Affiant).

Notary Public State of Florida
Sharon Lisa Blankenship
My Commission
HH 280779
Exp. 8/24/2026

Print/Type Name Sharon Blankenship

Notary Public in and for the County
and State Aforementioned

My commission expires: 0824/26

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

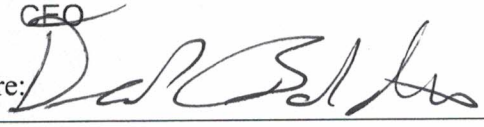
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Daniel Baldus

Title: CEO

Signature: 

Date: 5/14/26

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5228-26/AES

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Rooflab LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5/15/26
Date

Daniel Baldus
Print Name, Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 20 26, by Daniel Baldus, as _____, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public State of Florida
Sharon Lisa Blankenship
My Commission
HH 280779
Exp. 8/24/2026

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: Sharon Lisa Blankenship
My commission expires: 08/24/26

TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES
(IFB-5228-26/AES)

THIS AGREEMENT is dated as of the _____ day of _____ 2026, by and between **ULLOA MANAGEMENT GROUP LLC**, duly authorized to conduct business in the State of Florida, whose address is 200 Vancouver Cir, Interlachen, Florida 32148, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide residential roofing services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:
Seminole County Community Services Department
534 West Lake Mary Boulevard
Sanford, FL 32773

With a copy to:
Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Ulloa Management Group LLC
200 Vancouver Cir
Interlachen, Florida 32148

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: ULLOA MANAGEMENT GROUP LLC

_____	By: _____
Witness	
_____	Paul Ulloa-Jarrin
Print Name	Print Name
_____	Chief Executive Officer
Witness	Title
_____	_____
Print Name	Date

SEMINOLE COUNTY, FLORIDA

_____	By: _____
Witness	ROBERT BRADLEY,
_____	Purchasing Division Manager
Print Name	
	Date: _____
_____	
Witness	
_____	
Print Name	

As authorized for execution by the Board of County Commissioners at its _____, 2026, regular meeting.

Attachments:
- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit

1. Scope of Services

1.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayment, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

1.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Housing Development Services Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Housing Development Services Project Manager in the following manner:

A. Description of work to include its specified location.

B. Detailed pricing of each requirement including labor and materials.

C. Performance period in calendar days mutually agreed to by the County and the Contractor.

D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

1.3. Contractor's Responsibilities

A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.

B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Housing Development Services Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Housing Development Services Project Manager or designated representative(s).

C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.

D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.

E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.

F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or

homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for two (2) years after acceptance of the work by the County.

G. The Contractor must conform to all Federal, State, and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.

H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.

I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.

J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.

K. The Contractor must be able to provide all required services; including but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.

L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.

M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.

N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.

O. Permits, if required, will be issued by the governing municipality. Inspections are to be completed by the governing municipality's inspection team; no in-house inspections will be accepted.

P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

1.4. Completion of Work

A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order. A Notice to Proceed will be issued with each

Purchase Order and will include a specified amount of time allowed to complete the subject project.

B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

C. Overtime is not allowed unless authorized in writing by the Housing Development Services Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Housing Development Services Project Manager:

1. Company invoice for the exact dollar amount of the Purchase Order.

2. Contractor must provide a notarized Release of Lien in the amount of the Purchase Order.

3. Copy of signed-off permit(s)

4. Pictures of completed work

Acceptance of completed services will be accomplished by the Housing Development Services Project Manager or designated County representative(s).

1.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of two (2) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Housing Development Services Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

1.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment C of the IFB documents.

1.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

A. 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).

B. Florida State Statute 420.907 - 9079.

C. Florida Administrative Code Rule 67-37.

D. 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SHIP TO	

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

SAMPLE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

EXHIBIT B

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

PREVIEW

EXHIBIT C

CONTRACT PRICING

Line Item	Position	Estimated Need	UOM	Hourly Cost	Total
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	Hour	$45.00	$8,100.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	Hour	$35.00	$1,400.00
3	Roofer Helper (Regular Business Hours)	900	Hour	$30.00	$27,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	Hour	$35.00	$1,400.00
5	Roofer Apprentice (Regular Business Hours)	900	Hour	$25.00	$22,500.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	Hour	$30.00	$1,200.00

7	Mark-up for Materials over Actual Cost, 10% maximum.	%	10
8	Mark-down for Materials over Actual Cost.	%	10

INSURANCE REQUIREMENTS

IFB-5228-26 RESIDENTIAL ROOFING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Contractor's Pollution Liability $1,000,000 Per Occurrence

~~ End Exhibit D ~~

EXHIBIT E

Agreement Name: Residential Roofing Services

Agreement Number: IFB-5228-26

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5228-26 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 6 day of June, 2026.

Ulloa Management Group LLC
Consultant Name

By: _____
Print/Type Name: Paul Ulloa-Jarrin
Title: Owner / CEO

STATE OF Florida

COUNTY OF ST Johns

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR □ online notarization, this 6 day of june, 2026, by Paul Ulloa-Jarrin (Full Name of Affiant).

JOSEPH GOLD
Notary Public - State of Florida
Commission # HH 57866
My Comm. Expires Aug 5, 2028
Bonded through National Notary Assn.

_____
Print/Type Name Joseph Edward Gold
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Paul Ulloa-Jarrin

Title: Owner

Signature: 

Date: 4/30/26

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5228-26/AES

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Ulloa Management Group LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

4/30/26
Date

Paul Ulloa-Jarrin
Print Name, Title

STATE OF Florida
COUNTY OF ST Johns

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of April, 2026, by Paul Ulloa-Jarrin, as owner, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☑ have produced as identification. Driver License

JOSEPH GOLD
Notary Public - State of Florida
Commission # HH 57866
My Comm. Expires Aug 5, 2028
Bonded through National Notary Assn.

Notary Public Signature
Print, Type or Stamp Name of Notary:
My commission expires:

File Number: 2026-0582

Title:

Approve and authorize the Chairman to execute a Purchase Agreement for the acquisition of the vacant land located on Cameron Avenue, Sanford, Florida consisting of approximately 4.97 acres, in the amount of $1,275,000; authorize the County Manager to execute ancillary documents necessary to complete the transaction; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-036 in the 2024 Infrastructure Sales Tax Fund to transfer $1,300,000 from reserves. District5 - Herr **(Stephen Koontz, Assistant County Manager)** Requesting Department - Parks and Recreation

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Tricia Smith/407-665-5609

Background:

The County has identified the 4.97-acre vacant property located on Cameron Avenue in Sanford, Florida, for acquisition. The property is strategically located near the proposed Indoor Sports Complex and would support future expansion or overflow parking. The County obtained an appraisal valuing the property at $1,155,000. Acquiring this property is in the best interest of the County, as it will strengthen long-term planning efforts, increase operational flexibility, and enhance the success of future recreational facilities and supporting infrastructure. BAR 26-036 will transfer $1.3M from 2024 Infrastructure Sales Tax Reserves. Current reserves are budgeted at $34M.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement for tax parcel ID 03-20-31-5AY-0000-18A1 located along Cameron Avenue,

conveniently located near the proposed Indoor Sports Complex containing 4.97 acres for the possibility of facility expansion or overflow parking between Danny Martinez, Inc., and Seminole County for $1,275,000.00 as full settlement of any and all claim for compensation for which Seminole County might be obligated to pay relating to the parcel.

CONTRACT FOR SALE AND PURCHASE OF LAND

THIS CONTRACT FOR SALE AND PURCHASE OF LAND ("Contract") is dated as of _____ day of 20_____, ("Effective Date") by and between **DANNY MARTINEZ INC**, whose post office address is 2420 Breeze Road, Saint Cloud, Florida 34771, in this Contract referred to "SELLER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose post office address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771 (hereinafter referred to as "PURCHASER" or "COUNTY").

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property located in unincorporated Seminole County, Florida, as more particularly described herein ("the Property"); and

WHEREAS, SELLER desires to sell the Property pursuant to the terms and conditions set forth in this Contract; and

WHEREAS, PURCHASER has determined that acquisition of the Property serves a valid public and governmental purpose, including, without limitation, the expansion, development, operation, and support of County recreational, athletic, parks, open space, community, and related public facilities and uses; and

WHEREAS, PURCHASER desires to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, SELLER hereby agrees to sell, and PURCHASER agrees to purchase the Property upon the following terms and conditions:

Section 1. **Legal Description of the Property**. SELLER agrees to sell, and PURCHASER agrees to buy, the Property, including all appurtenances, free of all liens and

encumbrances. The legal description and tax parcel identification number of the Property are as follows:

See Legal Description attached hereto as Exhibit A.

Tax Parcel Identification Numbers: _03-20-31-5AY-000-18A1.

Section 2. Purchase Price. The purchase price of the Property is ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,275,000.00), payable at closing, subject to prorations and allocations of closing costs as provided herein.

Section 3. Feasibility Period and Inspections.

A. Feasibility Period. PURCHASER shall have a period of ninety (90) days after the Effective Date ("Feasibility Period") to conduct such investigations, studies, and inspections of the Property as PURCHASER, in its sole and absolute discretion, deems necessary or desirable to evaluate the Property and its suitability for PURCHASER's intended governmental use.

B. Scope of Inspections. During the Feasibility Period, PURCHASER and its employees, agents, consultants, and contractors shall have the right to enter upon the Property, at reasonable times and upon reasonable notice to SELLER, for the purpose of conducting any and all inspections and investigations deemed necessary by PURCHASER, including, without limitation:

i. Environmental assessments (including Phase I and Phase II Environmental Site Assessments);

ii. Surveying and boundary inspections;

iii. Geotechnical and soils testing;

iv. Engineering and feasibility studies;

v. Zoning, land use, and regulatory compliance reviews;

vi. Utility availability and capacity investigations; and

vii. Any other physical, legal, or economic inspections or analyses.

C. Right to Terminate. PURCHASER may, in its sole and absolute discretion, terminate this Contract for any reason or no reason by providing written notice to SELLER prior to the expiration of the Feasibility Period, whereupon this Contract shall terminate, and neither Party shall have any further rights or obligations hereunder, except those which expressly survive termination.

D. Extension of Feasibility Period. If PURCHASER is unable to complete any of its inspections, studies, or investigations within the Feasibility Period, PURCHASER shall have the right, upon written notice to SELLER prior to the expiration of the Feasibility Period, to extend the Feasibility Period for an additional forty-five (45) days. Any additional extensions will require written agreement by both parties.

E. Restoration; Liability. PURCHASER shall restore the Property to substantially the same condition as existed prior to entry, reasonable wear and tear excepted. To the extent permitted by law, PURCHASER shall be responsible for damages to persons or property caused by the negligent acts or omissions of PURCHASER or its employees, agents, or contractors in connection with such inspections. Nothing herein shall be deemed a waiver of PURCHASER's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. PURCHASER will permit no lien to attach to the Property as a result of its activities. The provisions of this sub-paragraph shall survive Closing and any termination of this Contract.

Section 4. Closing Date and Procedure.

A. Closing Date and Location. Closing shall occur within sixty (60) days after expiration of the Feasibility Period ("Closing Date"), unless extended as provided herein. Closing

shall take place at the Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, or may be conducted electronically at SELLER's discretion. Closing shall be effective upon (i) receipt and clearance of all funds required for closing and (ii) delivery of all necessary closing documents.

B. Conditions Precedent to Closing. PURCHASER's obligation to close is expressly conditioned upon satisfaction or waiver by PURCHASER, in its sole discretion, of the following conditions:

i. Completion of the Feasibility Period without termination;

ii. PURCHASER's approval of title and receipt of a title insurance commitment acceptable to PURCHASER;

iii. PURCHASER's approval of any survey of the Property;

iv. No material adverse change to the Property;

v. SELLER's compliance with all terms and obligations of this Contract; and

vi. Approval of this Contract and the transaction by the Seminole County Board of County Commissioners and availability of legally appropriated funds.

C. Pre-Closing Cooperation; Document Delivery; Walk-Through. To the extent in SELLER's possession or control, SELLER shall use reasonable efforts to provide PURCHASER, promptly following the Effective Date and prior to Closing, copies of existing surveys, plans, permits, warranties, maintenance records, service contracts, and other reasonably requested documents relating to the Property and improvements thereon.

PURCHASER shall also have the right to conduct a walk-through inspection of the Property within forty-eight (48) hours prior to Closing for the purpose of confirming the condition of the Property and SELLER's compliance with the terms of this Contract.

D. Closing Deliverables. At closing, SELLER shall deliver:

i. Statutory warranty deed conveying good and marketable title to the Property, free of all liens and encumbrances, except as expressly permitted by PURCHASER;

ii. A fully executed settlement statement;

iii. Any affidavits required by the title company, including a non-foreign certification (FIRPTA affidavit);

iv. Any other customary closing documents necessary to effectuate the transaction, including a signed W-9 Form for SELLER and by any party acting as an intermediary recipient of net sale proceeds, as required for IRS 1099-S reporting.

v. Possession of the Property, free of occupants and personal property, unless otherwise agreed.

vi. All keys, access cards, key fobs, gate openers, alarm codes, garage controls, passwords, and other access devices or credentials in SELLER's possession or control necessary to access and operate the Property and improvements thereon.

E. PURCHASER's Closing Deliverables. At closing, PURCHASER shall deliver the Purchase Price and execute such documents as are reasonably necessary to complete the transaction.

F. Extension of Closing Date. After expiration of the Feasibility Period, the Closing Date may be extended by mutual written agreement of the parties, which agreement shall not be unreasonably withheld, conditioned, or delayed.

G. PURCHASER shall designate the closing agent and title company for this transaction ("Closing Agent") which shall be a Florida-licensed title insurer or agent approved by PURCHASER. The Closing Agent shall be responsible for coordinating the closing, issuing the

title commitment and owner's title insurance policy, and handling receipt and disbursement of all funds and documents. SELLER agrees to cooperate with the Closing Agent and to execute and deliver such documents as may be reasonably required to complete the transaction.

Section 5. Title Evidence and Seller's Obligation to Cure Defects.

A. Title Commitment. Within ten (10) days of the Effective Date, PURCHASER shall obtain and deliver to SELLER a title insurance commitment issued by Florida-licensed title insurer ("Title Commitment").

B. Title and Survey Review. PURCHASER shall have until the expiration of the Feasibility Period to review the Title Commitment, survey, and all related documents and notify the SELLER in writing of any objections to title, survey matters, or other conditions affecting the Property, including, without limitation, encroachments, boundary discrepancies, gaps, overlaps, legal description issues, lack of legal access, or restrictions affecting PURCHASER's intended governmental use ("Title Objections").

C. SELLER's Cure Period and Failure to Cure. SELLER shall have ten (10) days after receipt of PURCHASER's written Title Objections ("Cure Period") to cure such Title Objections at SELLER's expense. SELLER shall use diligent, good faith efforts to cure such Title Objections and shall keep PURCHASER reasonably informed of its progress. If SELLER is unable or unwilling to cure defects within this period, PURCHASER may, at its sole option:

i. Extend the Cure Period and/or Closing Date to allow SELLER additional time to cure Title Objections;

ii. Accept title subject to any or all Title Objections; or

iii. Terminate the Contract without penalty.

If the Cure Period extends beyond the then-scheduled Closing Date, the Closing Date shall be automatically extended as necessary to allow completion of the Cure Period and any extensions elected by PURCHASER.

D. Title Cooperation. SELLER agrees to execute and deliver such documents and take such actions as may be reasonably required to enable the title insurer to issue an owner's title insurance policy to PURCHASER in form acceptable to PURCHASER.

Section 6. Closing Costs and Prorations.

A. SELLER's Costs. SELLER shall pay for the following costs:

i. Documentary stamp taxes and surtax on the deed.

ii. Municipal lien search fees.

iii. HOA or condominium association estoppel fees (if applicable).

iv. Costs required to cure title defects, including recording fees.

v. Any unpaid taxes, assessments, or liens encumbering the Property as of Closing;

vi. SELLER's attorney's fees; and

vii. SELLER's closing costs.

B. PURCHASER's Costs. PURCHASER shall be responsible for the following costs:

i. Title Insurance;

ii. Recording fees for the deed;

iii. Survey costs;

iv. HOA or condominium transfer fees (if applicable);

v. Appraisal costs;

vi. PURCHASER's Environmental Assessment costs; and

vii. PURCHASER's attorney's fees.

C. Real Estate Tax Prorations. Real estate taxes, non-ad valorem assessments, and other recurring charges shall be prorated as of the Closing Date based on the most recent available tax bill. If current year taxes are not available, prorations shall be based on the prior year's taxes and shall be readjusted upon issuance of the current tax bill, if requested by PURCHASER.

D. Closing Agent to Withhold SELLER's Costs. The Closing Agent shall withhold from SELLER's proceeds all amounts necessary to satisfy SELLER's obligations under this Section and shall disburse such amounts to the appropriate parties.

Section 7. PURCHASER's Representations and Warranties.

A. PURCHASER represents that it has the capacity to enter into this Contract and that the person signing below on behalf of PURCHASER is duly authorized to execute this Contract.

B. PURCHASER's obligations under this Contract are subject to approval by the Seminole County Board of County Commissioners and the availability of legally appropriated funds.

Section 8. SELLER's Representations and Warranties. SELLER hereby represents and warrants to PURCHASER that:

A. SELLER has good and marketable title to the Property and has full authority to convey the Property pursuant to this Contract.

B. There is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

C. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, to the best of SELLER'S knowledge, that affect the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

D. SELLER has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against SELLER within the last year.

E. SELLER has not received actual notice, either oral or written, and has no knowledge that any governmental or quasi-governmental agency or authority intends to commence construction of any special or off-site improvements which would impose any special or other assessment against the Property or any part thereof.

F. SELLER has the capacity to enter into this Contract.

G. To the best of SELLER'S knowledge, (i) the Property is not in violation of any land use, environmental, hazardous or regulated material and/or waste handling, storage, treatment, disposal or discharge laws or other laws, ordinances, regulations, statutes, or governmental rules and, (ii) there has not occurred upon the Property, any illegal spillage, leakage or discharge of any regulated or hazardous materials.

H. SELLER has received no actual notice from any governmental authority that the Property or any part thereof, is in violation of any applicable laws, ordinances, regulations, statutes, or governmental rules.

I. There are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.

J. SELLER has not engaged in any action that would create a conflict of interest in the performance of SELLER'S obligations under this Contract with the PURCHASER which

would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), relating to ethics in government.

K. All representations and warranties of SELLER shall survive Closing for a period of one (1) year.

Section 9. Occupancy and Possession. SELLER shall deliver exclusive possession of the Property to PURCHASER at closing, free of all tenants, occupants, and future tenancies. Any personal property remaining on the Property at closing shall become the responsibility of PURCHASER to remove or dispose of it at its own cost.

Section 10. Indemnification of COUNTY. To the fullest extent permitted by law, SELLER shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to SELLER's acts, omissions or breach of this Contract.

Section 11. Public Records Law. SELLER 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. SELLER 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 Contract and this statute controls over the terms of this Contract. Any related records to this Contract may constitute public records subject to disclosure unless exempt by law.

Section 12. Captions. The captions contained in this Contract are for reference only and shall not affect the interpretation or construction of this Contract.

Section 13. Entire Agreement. This Contract constitutes the entire agreement between SELLER and PURCHASER. All prior representations, negotiations, and agreements-whether written or oral-are merged into this Contract and are of no further force or effect. This Contract may only be amended by a written instrument if agreed by both Parties.

Section 14. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Contract will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Contract.

Section 15. Assignment. Neither this Contract 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 16. Notices. Any notices required under this Contract shall be delivered by email, hand delivery, overnight courier, or certified mail to the addresses of the Parties listed below:

For PURCHASER:

County Attorney's Office
1101 E. 1st Street
Sanford, Florida, 32771
gkahn@seminolecountyfl.gov

For SELLER:

Danny Martinez Inc
Danny Kaye Martinez
2420 Breeze Road
Saint Cloud, FL 34771

Notices shall be deemed effective upon email transmission, provided that no bounce-back or error message is received.

Section 17. Parties Bound. This Contract shall be binding upon the Parties and their successors, subject to the limitation on assignment set forth above.

Section 18. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Contract. The sole jurisdiction and venue for any legal action in connection with this Contract will be in the courts of Seminole County, Florida.

Section 19. Partial Invalidity. In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph, or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portions of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

Section 20. Construction of Contract. The Parties acknowledge that they have either had the benefit of independent counsel with regard to this Contract, or had the reasonable opportunity to engage the same, and that this Contract has been prepared as a result of the joint efforts of both parties. Accordingly, all Parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

Section 21. Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts shall constitute one and the same instrument.

Section 22. Attachments and Disclosures. The following documents are attached and incorporated into this Contract: (1) Exhibit A – Legal Description.

Section 23. Effective Date. The Effective Date of this Contract shall be the date of execution by the last signing party (SELLER or PURCHASER).

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date(s) noted below.

WITNESSES:

SIGNATURE

John W Weaver Jr.
PRINTED NAME

SIGNATURE

Leslie Johnson
PRINTED NAME

SELLER: DANNY MARTINEZ INC

By: _____
DANNY KAYE MARTINEZ, President

Date: 6-1-2026

[This space intentionally left blank. Signatures continue on next page.]

PURCHASER: SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____ 20_____, 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

Attachments:

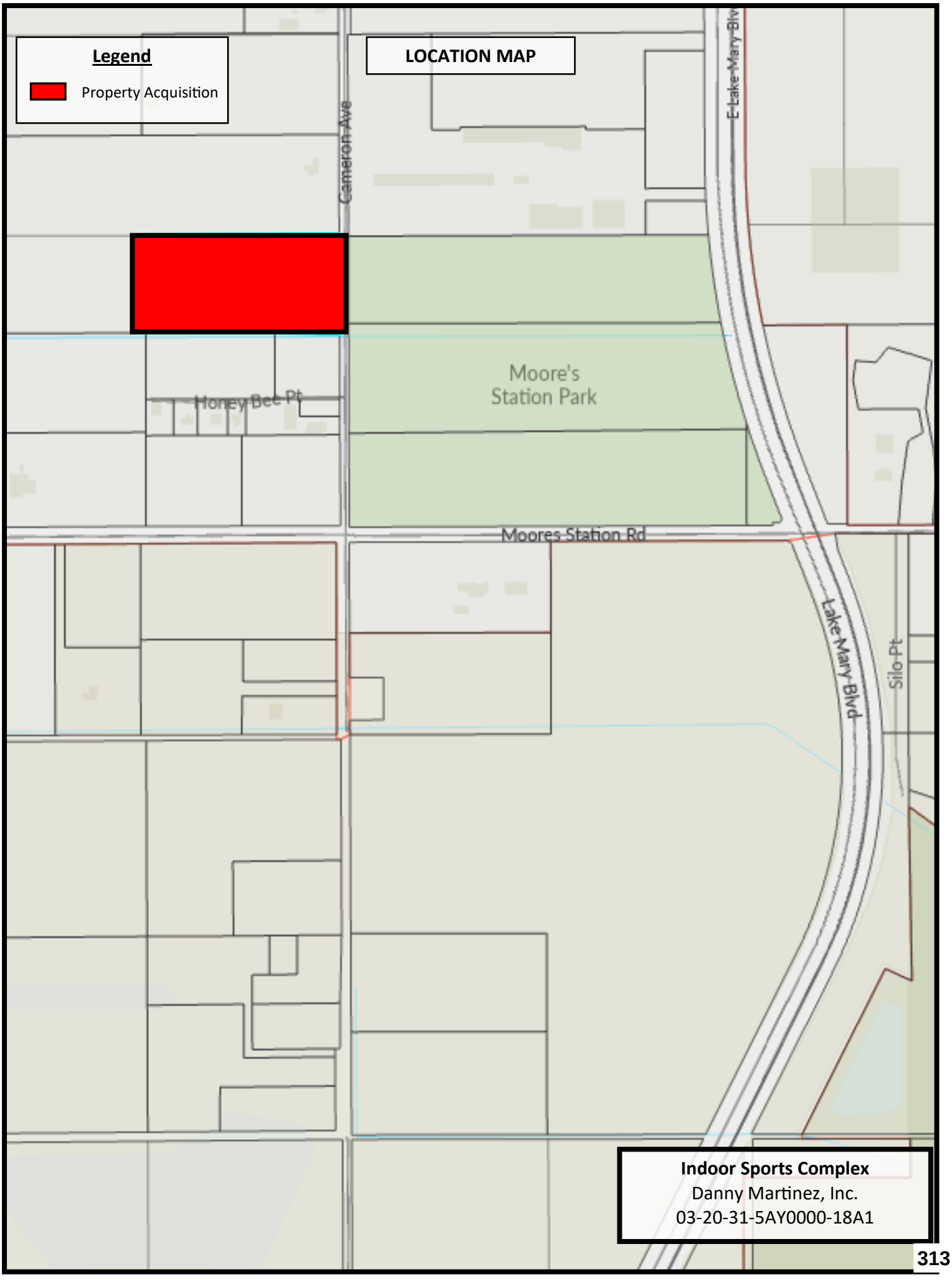
- Exhibit A: Legal Description

GLK/kly
5/8/26 5/14/26 5/26/26 5/29/26
T:\Users\gkahn\Real Estate Acquisitions\2026\Martinez - Indoor Sports Complex\Martinez PSA5-29-26.docx

EXHIBIT A

Legal Description

E 1/2 OF LOT 18A SANFORD CELERY DELTA PB 1 PGS 75 + 76


Legend
Property Acquisition
LOCATION MAP
Cameron Ave
E Lake Mary Blvd
Moore's
Station Park
Honey Bee Pt
Moores Station Rd
Lake Mary Blvd
Silo Pt
Indoor Sports Complex
Danny Martinez, Inc.
03-20-31-5AY0000-18A1

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0596

Title:

Approve the ranking list and authorize Staff to negotiate rates in accordance with Section 287.055, Florida Statutes, The Consultant Competitive Negotiation Act (CCNA), and authorize the Purchasing and Contracts Division to execute twenty-three (23) Master Services Agreements (MSAs) for PS-6790-25/PCD: MSA for General Professional Consultant Services for Multidisciplinary A&E Services. Countywide**.** **(Stephen Koontz, Assistant County Manager)** Requesting Department-Multidepartment MSA to include Seminole County Public Works, Fleet & Facilities, Parks & Recreation, Environmental Services, and Utilities

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing & Contracts Manager

Contact/Phone Number:

Michael Guild/407-665-7122

Background:

PS-6790-25/PCD will provide multidisciplinary General Engineering Services for multiple County Departments for seven (7) Engineering Disciplines to include Civil Engineering, Mechanical Engineering, Electrical Engineering, Architectural Services, Environmental Engineering, Structural Engineering, and Traffic Engineering Services.

This solicitation was publicly advertised, and the County received a total of one hundred thirty-eight (138) proposals across all seven (7) Engineering Disciplines from a total of sixty-one (61) firms (Listed Alphabetically Below).

- AECOM Technical Services, Inc.
- American Structurepoint, Inc.
- Applied Ecology, Inc.

- Ardurra Group, Inc. (formerly Inwood)
- AtkinsRealis USA, Inc.
- Ayres Associates, Inc.
- Baxter & Woodman, Inc.
- Bentley Group, Inc.
- Cape Design Engineering Co.
- Carnahan Proctor and Cross, Inc.
- CHA Consulting, Inc.
- Cost Management, Inc. (dba: CMI)
- CPH Consulting, Inc.
- CSA Central, Inc.
- Dewberry Architects, Inc.
- Dewberry Engineers, Inc.
- Drummond Carpenter, PLLC.
- England-Thims & Miller, Inc.
- Environmental Solutions & Innovations, Inc.
- EXP U.S. Services, Inc.
- FCA
- Geosyntec Consultants
- GFT Infrastructure, Inc.
- Graef-USA, Inc.
- Hanson Professional Services, LLC.
- HDR Engineering, Inc.
- Jacobs Engineering Group, Inc.
- JL2 Architecture
- Johnson, Mirmiran, & Thompson (JMT)

- KCI Technologies, Inc.
- Kimley-Horn and Associates, Inc.
- Kittelson & Associates, Inc.
- KMF Architects
- Little Diversified Architectural Consulting, Inc.
- LJA Engineering, Inc.
- Matern Professional Engineering
- McKim & Creed
- Metric Engineering, Inc.
- Moffatt & Nichol, Inc.
- Montrose Environmental Group, Inc.
- NV5, Inc.
- OCI Associates, LLC.
- OLC Architecture, Interiors and Aquatics
- Patel, Greene and Associates, LLC.
- PBK Architects Florida, Inc.
- Pegasus Engineering, LLC.
- Powell Studio Architecture
- PQH Group Design, Inc.
- Propel Engineering, LLC.
- RES Florida Consulting, LLC.
- Rhodes+Brito Architects
- SGM Engineering, Inc.
- Spiezle Architectural Group, Inc.
- Stanley Consultants, Inc.
- Stratus Team, LLC.

- Terracon Consultants, Inc.
- Tetra Tech, Inc.
- TLC Engineering Solutions
- Traffic & Mobility Consultants, LLC.
- Vanasse Hangen Brustlin, Inc. (VHB)
- Zev Cohen & Associates, Inc.

The Evaluation Committee consisting of Kristian Swenson, Assistant County Manager; Chad Wilsky, Fleet & Facilities Director; Anthony Maddox, Fleet & Facilities Deputy Director; Joseph LoFaso, Assistant County Engineer; Joshua Tew, Utilities Deputy Director; Shannon Wetzel, Watershed Management Division Manager; Carl Kelly, Project Manager II; and Charles Wetzel, County Traffic Engineer evaluated the received proposals and agreed to see presentations from all thirty-one (31) shortlisted firms, giving consideration to qualifications of proposed personnel, and signature projects selected to highlight relevant similar firm experience for each of the respective engineering disciplines.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates in accordance with Florida State Statute 287.055, the Consultants Competitive Negotiation Act (CCNA), and authorize the Purchasing & Contracts Division to execute twenty-three (23) MSAs:

- Discipline 1 - Civil Engineering: AtkinsRealis USA, Inc; Jacobs Engineering Group, Inc; Dewberry Engineers, Inc; Pegasus Engineering, LLC; NV5, Inc.
- Discipline 2 - Mechanical Engineering: Hanson Professional Services, Inc; Jacobs Engineering Group, Inc; TLC Engineering Solutions.
- Discipline 3 - Electrical Engineering: Graef-USA, Inc; Matern Professional Engineering; TLC Engineering Solutions.
- Discipline 4 - Architectural Services: KMF Architects, Rhodes+Brito Architects; Jacobs Engineering Group, Inc.
- Discipline 5 - Environmental Engineering: NV5, Inc; Tetra Tech, Inc; RES Florida Consulting, llc.
- Discipline 6 - Structural Engineering: EXP US Services, Inc; NV5, Inc; Moffatt &

Nichol, Inc.

- Discipline 7 - Traffic Engineering: Pegasus Engineering, LLC; Kittelson & Associates, Inc; Vanasse Hangen Brustlin, Inc. (VHB)

Authorization for the performance of services will be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar value of each Work Order will be negotiated on an as needed basis and funded within the approved budgeted amounts. Each Agreement will take place on the date of its execution and will continue for a period of five (5) years, and at the sole option of the County may be renewed for two (2) successive periods not to exceed one (1) year each.

The attached backup documentation includes the Tabulation sheet, and the Presentation Scoring Summary Sheets. A Draft Agreement including the scope of services has been provided as a part of this agenda item and will be used to generate the Award MSA. The estimated annual usage is $15,000,000 across all seven (7) engineering disciplines.

Requested Action:

Staff requests that the Board approve the ranking and authorize staff to negotiate rates in accordance with Section 287.055, Florida Statutes, the Consultant Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute twenty-three (23) Master Services Agreements (MSAs) for PS-6790-25/PCD.

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771
(407) 665-7116

TABULATION SHEET

PS-6790-25/PCD

Master Services Agreement for General Professional Consultant Services (Multidisciplinary A&E Services)

RESPONSE DEADLINE: January 14, 2026, at 2:00 pm

Thursday, July 9, 2026

GENERAL SOLICITATION RESPONSES RECEIVED (Disciplines 1-7 listed further below)

Vendor:	Contact Email:
AECOM Technical Services, Inc.	kara.knowles@aecom.com
American Structurepoint, Inc.	rfp@structurepoint.com
Applied Ecology, Inc.	wdawson@appliedecologyinc.com
Ardurra Group, Inc. (formerly Inwood)	marketing@inwoodinc.com
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
Ayres Associates Inc	stirmelj@ayresassociates.com
Baxter & Woodman, Inc.	marketing@baxterwoodman.com
Bentley Group, Inc.	marketing@bentleygroupinc.com
Beryl Project Engineering (NO BID)	marketing@berylprojectengineering.com
Cape Design Engineering, Co	frontdesk@cdeco.com
Carnahan Proctor and Cross, Inc.	mscudella@cpc-eng.com
CHA Consulting, Inc.	mbrito@chasolutions.com
Cost Management Inc. dba CMI	gj@cminc.biz
CPH Consulting, LLC	njindal@cphcorp.com
CSA Central, Inc.	jmelgarejo@csagroup.com
Dewberry Architects Inc.	aacquaah@dewberry.com

Dewberry Engineers Inc.	njanney@dewberry.com
Drummond Carpenter, PLLC	cfoerster@drummondcarpenter.com
England-Thims &Miller, Inc.	marketing@etminc.com
Environmental Solutions &Innovations, Inc.	cmoretti@envsi.com
EXP U.S. Services Inc.	silvana.coronado@exp.com
FCA	jkaplan@fcarchitects.com
Geosyntec Consultants	bids-southern@geosyntec.com
GFT Infrastructure, Inc.	kstokes@gftinc.com
Graef-USA Inc.	amy.zimmerman@graef-usa.com
Hanson Professional Services LLC	kcarpenter@hanson-inc.com
HDR Engineering, Inc.	layla.krens@hdrinc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
jl2 Architecture	jlohrum@jl2architecture.com
Johnson, Mirmiran, &Thompson	kburns@jmt.com
KCI Technologies, Inc.	julio.alegre@kci.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Kittelson &Associates, Inc.	rcunningham@kittelson.com
KMF Architects	marketing-opengov@kmfarchitects.com
Little Diversified Architectural Consulting, Inc.	eric.rabon@littleonline.com
LJA Engineering Inc.	jmccray@lja.com
Marq Neasman Consulting Co. (NO BID)	bizdev@marqneasman.com
Matern Professional Engineering	sgentry@matern.net
McKim &Creed	bizdevelopment@mckimcreed.com
Metric Engineering, Inc.	kristine.melanson@metriceng.com
Moffatt &Nichol, Inc.	acrouch@moffattnichol.com
Montrose Environmental Group, Inc.	pamelafrancis@montrose-env.com
NV5, Inc.	marketingfla@nv5.com
OCI Associates, LLC	kelsey.whalen@cmta.com
OLC Architecture, Interiors and Aquatics	vgreiner@olcdesigns.com
Patel, Greene and Associates, LLC	marketing@patelgreene.com

PBK Architects Florida, Inc.	marketing_east@pbk.com
Pegasus Engineering, LLC	info@pegasusengineering.net
Powell Studio Architecture	jeff@powellstudioarch.com
PQH Group Design, Inc.	eblack@pqh.com
Propel Engineering, LLC	marketing@propel-engineering.com
RES Florida Consulting, LLC dba ESciences	cfoster@res.us
Rhodes+Brito Architects	marie.sarich@rbarchitects.com
SGM Engineering, Inc.	marketing@sgmengineering.com
Spiezle Architectural Group, Inc.	ctedeschi@spiezle.com
Stanley Consultants, Inc.	debarymail@stanleygroup.com
Stratus Team, LLC	marketing@stratusteam.com
Terracon Consultants, Inc.	kelsey.azadian@terracon.com
Tetra Tech, Inc.	matt.shelton@tetratech.com
TLC Engineering Solutions	noelle.ward@tlc-eng.com
Traffic & Mobility Consultants LLC	sarahd@trafficmobility.com
Vanasse Hangen Brustlin, Inc.	cperry@vhb.com
Zev Cohen & Associates, Inc.	jeckstein@zevcohen.com

Proposals Received (Discipline 1 – Civil Engineering)

Vendor:	Contact Email:
AECOM Technical Services, Inc.	kara.knowles@aecom.com
American Structurepoint, Inc.	rfp@structurepoint.com
Ardurra Group, Inc. (formerly Inwood)	marketing@inwoodinc.com
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
Ayres Associates Inc	stirmelj@ayresassociates.com
Baxter & Woodman, Inc.	marketing@baxterwoodman.com
Bentley Group, Inc.	marketing@bentleygroupinc.com
Carnahan Proctor and Cross, Inc.	mscudella@cpc-eng.com
CHA Consulting, Inc.	mbrito@chasolutions.com
Cost Management Inc.	cmi@cminc.biz

CPH Consulting, LLC	njindal@cphcorp.com
CSA Central, Inc.	jmelgarejo@csagroup.com
Dewberry Engineers Inc.	njanney@dewberry.com
Drummond Carpenter, PLLC	cfoerster@drummondcarpenter.com
England-Thims & Miller, Inc.	marketing@etminc.com
EXP U.S. Services Inc.	silvana.coronado@exp.com
Geosyntec Consultants	bids-southern@geosyntec.com
GFT Infrastructure, Inc.	kstokes@gftinc.com
HDR Engineering, Inc.	layla.krens@hdrinc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
Johnson, Mirmiran, & Thompson	kburns@jmt.com
KCI Technologies, Inc.	julio.alegre@kci.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
LJA Engineering Inc.	jmccray@lja.com
Moffatt & Nichol, Inc.	acrouch@moffattnichol.com
NV5, Inc.	marketingfla@nv5.com
Patel, Greene and Associates, LLC	marketing@patelgreene.com
Pegasus Engineering, LLC	info@pegasusengineering.net
Propel Engineering, LLC	marketing@propel-engineering.com
Stanley Consultants, Inc.	debarymail@stanleygroup.com
Vanasse Hangen Brustlin, Inc.	cperry@vhb.com
Zev Cohen & Associates, Inc.	jeckstein@zevcohen.com

Proposals Received (Discipline 2 – Mechanical Engineering)

Vendor:	Contact Email:
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
Cape Design Engineering, Co	frontdesk@cdeco.com
Cost Management Inc. dba CMI	cmi@cminc.biz
CSA Central, Inc.	jmelgarejo@csagroup.com
EXP U.S. Services Inc.	silvana.coronado@exp.com

GFT Infrastructure, Inc.	ssweeney@gftinc.com
Graef-USA Inc.	amy.zimmerman@graef-usa.com
Hanson Professional Services Inc.	kcarpenter@hanson-inc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Matern Professional Engineering	sgentry@matern.net
McKim & Creed	bizdevelopment@mckimcreed.com
NV5, Inc.	marketingfla@nv5.com
OCI Associates, LLC	kelsey.whalen@cmta.com
SGM Engineering, Inc.	marketing@sgmengineering.com
TLC Engineering Solutions	noelle.ward@tlc-eng.com

Proposals Received (Discipline 3 – Electrical Engineering)

Vendor:	Contact Email:
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
Cape Design Engineering, Co	frontdesk@cdeco.com
CHA Consulting, Inc.	mbrito@chasolutions.com
Cost Management Inc.	cmi@cminc.biz
CSA Central, Inc.	jmelgarejo@csagroup.com
Dewberry Engineers Inc.	bfurman@dewberry.com
EXP U.S. Services Inc.	silvana.coronado@exp.com
Graef-USA Inc.	amy.zimmerman@graef-usa.com
Hanson Professional Services Inc.	kcarpenter@hanson-inc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Matern Professional Engineering	sgentry@matern.net
McKim & Creed	bizdevelopment@mckimcreed.com
OCI Associates, LLC	kelsey.whalen@cmta.com
SGM Engineering, Inc.	marketing@sgmengineering.com
TLC Engineering Solutions	noelle.ward@tlc-eng.com

Proposals Received (Discipline 4 – Architectural Services)

Vendor:	Contact Email:
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
Bentley Group, Inc.	marketing@bentleygroupinc.com
Cost Management Inc.	cmi@cminc.biz
CSA Central, Inc.	jmelgarejo@csagroup.com
Dewberry Architects Inc.	aacquaah@dewberry.com
FCA	jkaplan@fcarchitects.com
GFT Infrastructure, Inc.	ssweeney@gftinc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
jl2 Architecture	jlohrum@jl2architecture.com
KMF Architects	marketing-opengov@kmfarchitects.com
Little Diversified Architectural Consulting, Inc.	eric.rabon@littleonline.com
OLC Architecture, Interiors and Aquatics	vgreiner@olcdesigns.com
PBK Architects Florida, Inc.	marketing@harvardjolly.com
Powell Studio Architecture	jeff@powellstudioarch.com
PQH Group Design, Inc.	eblack@pqh.com
Rhodes+Brito Architects	marie.sarich@rbarchitects.com
Spiezle Architectural Group, Inc.	ctedeschi@spiezle.com
Stratus Team, LLC	marketing@stratusteam.com

Proposals Received (Discipline 5 – Environmental Engineering)

Vendor:	Contact Email:
Applied Ecology, Inc.	wdawson@appliedecologyinc.com
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
CHA Consulting, Inc.	mbrito@chasolutions.com
Cost Management Inc.	cmi@cminc.biz

Dewberry Engineers Inc.	njanney@dewberry.com
Drummond Carpenter, PLLC	cfoerster@drummondcarpenter.com
Environmental Solutions &Innovations, Inc.	cmoretti@envsi.com
Geosyntec Consultants	bids-southern@geosyntec.com
HDR Engineering, Inc.	layla.krens@hdrinc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Metric Engineering, Inc.	kristine.melanson@metriceng.com
Montrose Environmental Group, Inc.	pamelafrancis@montrose-env.com
NV5, Inc.	marketingfla@nv5.com
RES Florida Consulting, LLC dba ESciences	cfoster@res.us
Terracon Consultants, Inc.	kelsey.azadian@terracon.com
Tetra Tech, Inc.	matt.shelton@tetratech.com
Zev Cohen &Associates, Inc.	jeckstein@zevcohen.com

Proposals Received (Discipline 6 – Structural Engineering)

Vendor:	Contact Email:
American Structurepoint, Inc.	rfp@structurepoint.com
AtkinsRealis USAInc.	matthew.taylor@atkinsrealis.com
Ayres Associates Inc	stirmelj@ayresassociates.com
Bentley Group, Inc.	marketing@bentleygroupinc.com
Cape Design Engineering, Co	frontdesk@cdeco.com
CHAConsulting, Inc.	mbrito@chasolutions.com
Cost Management Inc.	cmi@cminc.biz
CSACentral, Inc.	jmelgarejo@csagroup.com
Dewberry Engineers Inc.	bfurman@dewberry.com
EXP U.S. Services Inc.	silvana.coronado@exp.com
GFTInfrastructure, Inc.	kstokes@gftinc.com
Graef-USAInc.	amy.zimmerman@graef-usa.com

Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Moffatt & Nichol, Inc.	acrouch@moffattnichol.com
NV5, Inc.	marketingfla@nv5.com
Stanley Consultants, Inc.	debarymail@stanleygroup.com
TLC Engineering Solutions	noelle.ward@tlc-eng.com

Proposals Received (Discipline 7 – Traffic Engineering)

Vendor:	Contact Email:
AECOM Technical Services, Inc.	kara.knowles@aecom.com
American Structurepoint, Inc.	rfp@structurepoint.com
Atkins Realis USA Inc.	matthew.taylor@atkinsrealis.com
CHA Consulting, Inc.	mbrito@chasolutions.com
England-Thims & Miller, Inc.	marketing@etminc.com
EXP U.S. Services Inc.	silvana.coronado@exp.com
GFT Infrastructure, Inc.	kstokes@gftinc.com
HDR Engineering, Inc.	layla.krens@hdrinc.com
Jacobs Engineering Group Inc.	firas.bargouthi@jacobs.com
KCI Technologies, Inc.	julio.alegre@kci.com
Kimley-Horn and Associates, Inc.	florida.marketing@kimley-horn.com
Kittelson & Associates, Inc.	vpaniagua@kittelson.com
LJA Engineering Inc.	rmorrow@lja.com
Metric Engineering, Inc.	kristine.melanson@metriceng.com
Moffatt & Nichol, Inc.	acrouch@moffattnichol.com
NV5, Inc.	marketingfla@nv5.com
Pegasus Engineering, LLC	info@pegasusengineering.net
Stanley Consultants, Inc.	debarymail@stanleygroup.com
Traffic & Mobility Consultants LLC	sarahd@trafficmobility.com
Vanasse Hangen Brustlin, Inc.	cperry@vhb.com

Tabulated and Posted: Thursday, January 15, 2026, at 4:00 PM (EST) by Michael Guild, Lead Sr. Procurement Analyst
*Future updates to this Tabulation Sheet will be posted to the "Addenda & Official Notices" section of the PS-6790-25/PCD Solicitation. *
Responsiveness and Responsibility Checks are currently In-Progress.

Pre-Evaluation Committee Meeting: Monday, February 9, 2026 at 10:30AM (EST) (Updated and Posted by Michael Guild, Lead Sr. Procurement Analyst)
Location: 1101 East 1st Street, Sanford, FL 32771 – County Services Building – 3rd Floor – Conference Room 3024. Please note, this will be a public meeting. There will also be no interaction between County Staff and those of the public in attendance.
This meeting will focus on the process of Evaluating, Scoring and Ranking of the Proposals received.
There will be no discussion of the Proposals received or their content.*
Interested firms or members of the public will be asked to send one (1) representative due to limited meeting space in Room 3024.
**If you plan on attending, please RSVP via E-mail to mguild@seminolecountyfl.gov **

Evaluation Committee Meeting (2-Part Meeting): (~~Monday, April 13, 2026 at 10:00AM (EST)~~
(Updated and Posted by Michael Guild, Lead Sr. Procurement Analyst)
(Part 1 of 2): Disciplines 1-3 – Monday, May 4th, 2026 (9AM – 11AM)
- D1: Civil Engineering
- D2: Mechanical Engineering
- D3: Electrical Engineering

(Part 2 of 2): Disciplines 4-7 – Tuesday, May 5th, 2026 (9AM – 11AM)
- D4: Architectural Services
- D5: Environmental Engineering
- D6: Structural Engineering
- D7: Traffic Engineering

Location: 1101 East 1st Street, Sanford, FL 32771 – County Services Building – 3rd Floor – Conference Room 3024.
Please note, this will be a public meeting. There will be no interaction between County Staff and members of the public attending in-person or virtually.
Due to space limitations for In-Person Attendance, a Virtual Attendance option is provided below via Microsoft Teams for both parts of the Meeting:
(Part 1 of 2): Disciplines 1-3– Monday, May 4th, 2026 (9AM – 11AM)
Join: https://teams.microsoft.com/meet/255585152900434?p=NgKtH1SLjuQpTvTAIa
Meeting ID: 255 585 152 900 434
Passcode: eC7Un7Fq

Evaluation Meeting (Part 2 of 2): Disciplines 4-7 – Tuesday, May 5th, 2026 (9AM – 11AM)
Join: https://teams.microsoft.com/meet/248640969497842?p=pG6OjzZacbYGPtpfKE
Meeting ID: 248 640 969 497 842
Passcode: eh9ny673

If attending In-person, Interested firms or members of the public will be asked to send one (1) representative due to limited meeting space in Room 3024.
***If attending In-person for Part 1 or Part 2 or Both, please RSVP via E-mail to mguild@seminolecountyfl.gov and specify which Meeting Part will be attended. ***
If attending virtually for either Part 1 or 2, no RSVP is necessary.

Presentations and Interviews: (See Below Dates & Times)

Shortlisted Firms & Presentation Times elected for Presentations & Interviews are as follows:
Discipline 1 (Civil Engineering): Thursday, May 28, 2026 1PM-5PM (EST) (Part 1 of 2) / Thursday, June 4, 2026 1PM-5PM (EST) (Part 2 of 2)
AECOM Technical Services, Inc; Jacobs Engineering Group, Inc; Pegasus Engineering, LLC; Dewberry Engineers, Inc; Geosyntec Consultants; AtkinsRealis USA, Inc; GFT Infrastructure, Inc; Ardurra Group, Inc; NV5, Inc; and EXP US Services, Inc.
Discipline 2 (Mechanical Engineering): **Monday, June 8, 2026 8AM-1PM (EST)**
Hanson Professional Services, Inc; TLC Engineering Solutions; CSA Central, Inc; McKim & Creed; Jacobs Engineering Group, Inc; Matern Professional Engineering
Discipline 3 (Electrical Engineering): Monday, June 15, 2026 8AM-1PM (EST)
Hanson Professional Services, Inc; Matern Professional Engineering; TLC Engineering Solutions; CSA Central, Inc; Graef-USA, Inc; McKim & Creed
Discipline 4 (Architectural Services): ~~**Tuesday, June 16, 2026 12PM-5PM (EST)**~~ **(Monday, July 6, 2026, 8AM-1PM (EST)**
Rhodes+Brito Architects, Jacobs Engineering Group, Inc, JI2 Architecture, PBK Architects Florida, Inc; KMF Architects, Bentley Group, Inc.
Discipline 5 (Environmental Engineering): Wednesday, July 1, 2026 12PM-5PM (EST)
RES Florida Consulting, Tetra Tech, Inc; HDR Engineering, Inc; NV5, Inc; Geosyntec Consultants, AtkinsRealis USA, Inc.
Discipline 6 (Structural Engineering): **Thursday, July 2, 2026 8AM-1PM (EST)**
Jacobs Engineering Group, Inc; EXP US Services, Inc; NV5, Inc; Stanley Consultants, Inc; GFT Infrastructure, Inc; Moffatt & Nichol, Inc.
Discipline 7 (Traffic Engineering): ~~Thursday, June 25, 2026 12PM-5PM (EST)~~ Tuesday, July 7, 2026 8AM-1PM (EST)
Vanasse Hangen Brustlin (VHB), Inc; Pegasus Engineering, LLC; AtkinsRealis USA, Inc; Metric Engineering, Inc; Kittelson & Associates, Inc; Kimley-Horn & Associates, Inc.

Evaluation Committee Consensus Meeting (Phase 2 - Presentations & Interviews): Thursday, July 9, 2026 (1PM-2PM EST)
Location: 1101 East 1st Street, Sanford, FL 32771 – County Services Building – 3rd Floor – Conference Room 3024.
Please note, this will be a publicly accessible meeting. There will be no interaction between County Staff and members of the public attending.

EXECUTIVE SUMMARY
PS No. PS-6790-25/PCD
Master Services Agreement for General Professional Consultant Services (Multidisciplinary A&E Services)

BCC Meeting Date: July 28, 2026 (*Tentative – Subject to Change*)

Request to Approve Ranking and Authorize Rate Negotiations for PS-6790-25/PCD with the top ranked firms for each Discipline in accordance with F.S. 287.055 CCNA:

- Discipline 1 – Civil Engineering: AtkinsRealis USA, Inc; Jacobs Engineering Group, Inc; Dewberry Engineers, Inc; Pegasus Engineering, llc; NV5, Inc.
- Discipline 2 – Mechanical Engineering: Hanson Professional Services, Inc; Jacobs Engineering Group, Inc; TLC Engineering Solutions.
- Discipline 3 – Electrical Engineering: Graef-USA, Inc; Matern Professional Engineering; TLC Engineering Solutions.
- Discipline 4 – Architectural Services: KMF Architects, Rhodes+Brito Architects; Jacobs Engineering Group, Inc.
- Discipline 5 – Environmental Engineering: NV5, Inc; Tetra Tech, Inc; RES Florida Consulting, llc.
- Discipline 6 – Structural Engineering: EXP US Services, Inc; NV5, Inc; Moffatt & Nichol, Inc.
- Discipline 7 – Traffic Engineering: Pegasus Engineering, LLC; Kittelson & Associates, Inc; Vanasse Hangen Brustlin, Inc. (VHB)

PS-6790-25/PCD - DISCIPLINE (1) - CIVIL ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Carl Kelly Score:	Joseph LoFaso Score:	Kristian Swenson Score:	Joshua Tew Score:	Total Score:	Total Average Rank:
AtkinsRealis USA Inc.	96	100	94	100	97.5	**2.75**
Jacobs Engineering Group Inc.	99	96	100	100	98.75	**2.88**
Dewberry Engineers Inc.	95	100	85	98	94.5	**4.13**
Pegasus Engineering, LLC	93	99	100	96	97	**4.63**
NV5, Inc.	98	98	82	97	93.75	**4.88**
AECOM Technical Services, Inc.	94	97	87	97	93.75	**5.38**
Geosyntec Consultants	92	97	96	97	95.5	**5.38**
Ardurra Group, Inc. (formerly Inwood)	97	93	82	91	90.75	**7.13**
GFT Infrastructure, Inc.	90	96	86	87	89.75	**7.88**
EXP U.S. Services Inc.	89	90	76	84	84.75	**10**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top five (5) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Joshua Tew

Joseph LoFaso

Carl Kelly

PS-6790-25/PCD - DISCIPLINE (2) - MECHANICAL ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Anthony Maddox Score:	Kristian Swenson Score:	Joshua Tew Score:	Total Score:	Total Average Rank:
Hanson Professional Services Inc.	90	100	98	96	**2**
Jacobs Engineering Group Inc.	90	97	98	95	**2.33**
TLC Engineering Solutions	96	93	95	94.67	**2.33**
Matern Professional Engineering	93	84	92	89.67	**4.33**
McKim & Creed	87	92	93	90.67	**4.33**
CSA Central, Inc.	78	90	90	86	**5.67**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top three (3) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Anthony Maddox

Joshua Tew

PS-6790-25/PCD - DISCIPLINE (3) - ELECTRICAL ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Anthony Maddox Score:	Kristian Swenson Score:	Joshua Tew Score:	Total Score:	Total Average Rank:
Graef-USA Inc.	90	100	97	95.67	**2**
Matern Professional Engineering	99	98	95	97.33	**2.17**
TLC Engineering Solutions	96	98	96	96.67	**2.33**
Hanson Professional Services Inc.	96	96	94	95.33	**3.5**
McKim & Creed	87	92	93	90.67	**5**
CSA Central, Inc.	78	82	90	83.33	**6**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top three (3) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Anthony Maddox

Joshua Tew

PS-6790-25/PCD - DISCIPLINE (4) - ARCHITECTURAL SERVICES - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Carl Kelly Score:	Kristian Swenson Score:	Chad Wilsky Score:	Total Score:	Total Average Rank:
KMF Architects	98	99	100	99	**1.83**
Rhodes+Brito Architects	99	97	100	98.67	**1.83**
Jacobs Engineering Group Inc.	100	94	99	97.67	**2.33**
jl2 Architecture	97	82	90	89.67	**4.33**
Bentley Group, Inc.	96	84	88	89.33	**4.67**
PBK Architects Florida, Inc.	95	80	84	86.33	**6**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top three **(** 3 **) ranked Firms proceed to Rate Negotiations:**

Kristian Swenson

Chad Wilsky

Carl Kelly

PS-6790-25/PCD - DISCIPLINE (5) - ENVIRONMENTAL ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor	Carl Kelly Score:	Kristian Swenson Score:	Shannon Wetzel Score:	Chad Wilsky Score:	Total Score:	Total Average Rank:
NV5, Inc.	99	97	94	99	97.25	**1.25**
Tetra Tech, Inc.	100	91	93	98	95.5	**2.25**
RES Florida Consulting, LLC dba E Sciences	95	92	92	98	94.25	**3.5**
Geosyntec Consultants	96	85	88	98	91.75	**4**
AtkinsRealis USA Inc.	97	80	79	96	88	**5**
HDR Engineering, Inc.	98	79	86	93	89	**5**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top Three (3) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Shannon Wetzel

Chad Wilsky

Carl Kelly

PS-6790-25/PCD - DISCIPLINE (6) - STRUCTURAL ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Kristian Swenson Score:	Shannon Wetzel Score:	Chad Wilsky Score:	Total Score:	Total Average Rank:
EXP U.S. Services Inc.	97	98	100	98.33	**1.5**
NV5, Inc.	97	97	100	98	**1.83**
Moffatt & Nichol, Inc.	94	92	100	95.33	**2.67**
Jacobs Engineering Group Inc.	90	91	96	92.33	**4**
GFT Infrastructure, Inc.	80	87	85	84	**5.17**
Stanley Consultants, Inc.	76	84	85	81.67	**5.83**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top three (3) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Shannon Wetzel

Chad Wilsky

PS-6790-25/PCD - DISCIPLINE (7) - TRAFFIC ENGINEERING - PRESENTATIONS & INTERVIEWS SCORES

Vendor:	Joseph LoFaso Score:	Kristian Swenson Score:	Charlie Wetzel Score:	Total Score:	Total Average Rank:
Pegasus Engineering, LLC	98	100	98	98.67	**1.83**
Kittelson & Associates, Inc.	98.5	99	95	97.5	**2.33**
Vanasse Hangen Brustlin, Inc.	99	97	97	97.67	**2.33**
AtkinsRealis USA Inc.	98	94	94	95.33	**4.5**
Kimley-Horn and Associates, Inc.	97	97	93	95.67	**4.83**
Metric Engineering, Inc.	95	97	93	95	**5.17**

The Recommendation to proceed to Rate Negotiations is based on Total Average Ranking of the Firms from the Presentations & Interviews phase.

The Evaluation Committee Recommends the top three (3) ranked Firms proceed to Rate Negotiations:

Kristian Swenson

Charles Wetzel

Joseph LoFaso

MASTER SERVICES AGREEMENT FOR GENERAL PROFESSIONAL CONSULTING SERVICES (PS-6790-25/PCD)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide _____ services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed) Work Order amount, and in no event may the Work Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of five (5) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the respective Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is

attached as Exhibit B and made a part of this Agreement. Each Work Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the respective Work Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing, attached to and made a part of this Agreement. CONSULTANT will also be required to execute the Truth in Negotiations Certificate, attached to and made a part of this Agreement as Exhibit D.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County _____
_____
Sanford, FL 3277__

(f) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

(c) If COUNTY requests or issues a change order to a contractor for construction services, contractor will be required to provide CONSULTANT and COUNTY a price quote specifying detailed information in writing. CONSULTANT must either review and approve or deny, in writing, the price quote provided by contractor within seven (7) calendar days of receipt. Such approval or denial must be provided to COUNTY within the seven (7) calendar days. If CONSULTANT approves the price quote, CONSULTANT must notify the COUNTY in writing as to its approval. If CONSULTANT denies the price quote, CONSULTANT must specify in writing to COUNTY the deficiencies in the price quote and the actions necessary to remedy the identified deficiencies. COUNTY will promptly transmit CONSULTANT's identified written deficiencies to contractor. Upon receipt of the contractor's revised price quote, CONSULTANT must review the revised price quote in accordance with the process set forth in this section. CONSULTANT's failure to adhere to the strict requirements set forth in this section may result in CONSULTANT being liable for the cost of the price quote in its entirety, in the sole discretion of COUNTY.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other

agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Work Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either

directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. CONSULTANT shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General

Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively,

policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than Two Million and No/100 Dollars ($2,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures" Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims" Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public

records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to

the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

_____
_____
_____

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONSULTANT:

_____
_____
_____

Section 32. 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 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to and made a part of this Agreement as Exhibit E, to COUNTY.

[Balance of this page intentionally blank; signature page continues on Page 25.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: _____

_____ By:_____
Witness , President

[CORPORATE SEAL] Date:_____

SEMINOLE COUNTY, FLORIDA

_____ By:_____
Witness ROBERT BRADLEY
Purchasing and Contracts Division Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20__, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order
Exhibit C – Contract Pricing
Exhibit D - Truth in Negotiations Certificate
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F – Human Trafficking Affidavit
Exhibit G – FEMA Contract Terms

CMP/coh
10/20/2025
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Scope of Services

General Professional Consulting Services (Architectural and Various Engineering Disciplines) Services
Florida CCNA Qualifications-Based Solicitation

Overview

The County is soliciting Statements of Qualifications (SOQ) from multiple qualified professional, architectural, engineering and consulting firms to provide **General Architectural and Engineering Consultant Services** under the provisions of **Florida Statute 287.055 (Consultants' Competitive Negotiation Act - CCNA)**. Firms may submit for one or more of the disciplines listed below. Multiple firms may be selected under this non-exclusive continuing services agreement.

Services will be provided on an **as-needed basis** and no specific quantity of work is guaranteed. Project-specific scopes, schedules, and fees will be negotiated through work order authorizations. The County reserves the right to assign work to selected consultants, County staff, or others at its sole discretion.

Submittal Instructions

Firms must clearly indicate the disciplines they are applying for and provide evidence of relevant experience, qualified staff, and project history in Florida and with local agencies. Multiple vendors will be selected, but receiving an award in one discipline does not guarantee selection in others. Vendors may submit qualifications for one or more disciplines separately.

Eligible Disciplines & Service Areas

1. Civil Engineering

- The Consultant shall furnish all-inclusive civil engineering services encompassing but not limited to preliminary site assessments and feasibility studies, PD&E studies, surveying and mapping, site grading and drainage design, stormwater basin studies and modeling and updates, utility design and coordination, roadway and pavement design, erosion and sediment control planning, and traffic control plans, preparation of construction documents and Value Engineering services.

2. Mechanical Engineering

- The Consultant shall furnish all-inclusive mechanical engineering services encompassing but not limited to HVAC system design, plumbing system design, fire protection system design, energy modeling and analysis, equipment selection and specification, system commissioning and performance testing, and preparation of construction documents.

3. Electrical Engineering

- The Consultant shall furnish all-inclusive electrical engineering services encompassing but not limited to electrical system design and analysis, lighting design, power distribution system design, grounding and lightning protection, energy efficiency assessments, preparation of electrical construction documents, and construction phase support.

4. Architectural Services

- The Consultant shall furnish all-inclusive building architectural and landscape architectural services encompassing but not limited to conceptual design and space planning, master planning, schematic design development, preparation of construction documents, landscape design and site planning, coordination with engineering disciplines, code and accessibility compliance reviews, and construction administration services.

5. Environmental Engineering

- The Consultant shall furnish all-inclusive environmental engineering services encompassing but not limited to environmental site assessments (Phase I, II, and III), wetland delineation and permitting, hazardous materials investigations and remediation design, indoor air quality management, stormwater management and water quality design, and erosion control planning, regulatory compliance and permitting support, environmental impact assessments, and preparation of construction documents.

6. Structural Engineering

- The Consultant shall furnish all-inclusive structural engineering services encompassing but not limited to structural analysis and design, foundation design, seismic and wind load evaluation, structural inspection and condition assessments, building envelope design and forensic analysis, bridge inspection and assessment, preparation of structural construction documents, coordination with architectural and mechanical disciplines, and construction phase services

7. Traffic Engineering

- The Consultant shall furnish all-inclusive traffic engineering services encompassing, but not limited to, transportation planning and traffic operations studies, Transportation Modeling, traffic data collection, traffic analysis, traffic studies, traffic signal design, fiber optic communication design, Intelligent Transportation Systems (ITS)/Transportation Systems Management and Operations (TSM&O) design and traffic signal timings. This work would include all necessary associated surveying & mapping, geotechnical engineering, utility coordination, power service coordination, permitting through FDOT and railroad companies, and preparation of construction documents.

Additional Provisions

- Each Consultant should be prepared to provide general services encompassing but not limited to project management and coordination, public outreach and facilitation of public meetings, staff augmentation and technical support, data collection and management, development and maintenance of project dashboards and reporting tools, preparation of technical studies and reports, grant research, preparation and submission, assistance with regulatory compliance, and other related engineering and consulting services as required.
- Firms may utilize qualified subconsultants as needed.
- Work Orders may be issued for full project delivery or specialty services only.
- Consultants may be asked to provide **onsite or remote staffing**, with different billing multipliers for each as negotiated.
- All studies must be under **$500,000** and all design work will be for projects less than **$7,500,000**, in compliance with F.S. 287.055.
- Consultants selected under this GEC contract may be precluded from bidding on certain related construction or design-bid-build projects to avoid conflict of interest.

CONSULTING MSA WORK ORDER#_____
Seminole County, Florida
Board of County Commissioners

Master Agreement No._____ Dated: _____

Master Agreement Title:_____

Project Title: _____

Consultant: _____
Address: _____
_____

ATTACHMENTS TO THIS WORK ORDER:

[ ] EXHIBIT A – Proposal/Scope of Services
[ ] EXHIBIT B –Fee Schedule
[ ] EXHIBIT C – Supplemental Conditions
[ ] EXHIBIT D _____

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order, and shall complete all Work within (__) **calendar days** of the Effective Date shown below. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant (a fixed fee of / an amount not-to-exceed) $_____ _____ for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this _____ day of _____, 20___, which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date:_____

Printed Name: _____

Title: _____
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

OC #: _____ OM #: _____

CONSULTANT:

By: _____
Signature – Consultant Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

SAMPLE

EXHIBIT “C”

CONTRACT PRICING

EXHIBIT "D"

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of _____ are accurate, complete, and current as of _____(Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:_____

Signature:_____

Name:_____

Title:_____

Date of execution***:_____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of_____, 20____.

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this _____ day of _____, 20___, by _____ (Full Name of Affiant).

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # PS-6790-25/PCD

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of _____ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ _____

Signature Date

_____

Print Name, Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

ADDENDUM A

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

(2) 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, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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 as 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) 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.

(2) 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.

(3) 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.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the County. 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 State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor 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 the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. 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 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.

b. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) 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 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. Build America Buy America Act ("BABAA") (FEMA Interim Policy #207-22-0001)

Contractor acknowledges that section 70914 of the Build America, Buy America Act (BABAA), §§ 70901-53, requires all federal agencies, including FEMA, to ensure that no federal financial assistance for infrastructure projects is provided unless all of the iron, steel, manufactured products, and construction materials used in the project produced is the United States.

Contractor shall abide by FEMA's implementation of the BABAA requirements including but not limited to complying with the following domestic preference requirements:

1. 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.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% 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.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

If the funding provided triggers BABAA requirements, Contractor must abide by the regulations unless a FEMA waiver provides deviation from these regulations.

Additional FEMA Provisions

17. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

    (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

    (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

18. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

    This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

    1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

    2 Resource Conservation and Recovery Act

    3 National Historic Preservation Act

    4 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

19. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

    Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

20. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

    Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the

County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

21. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

22. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

23. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
GLK
1/20/23
T:\Users\Legal Secretary CSB\Forms-Purchasing\FEMA Addendum.docx

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0612

Title:

Award CC-7099-26/HSM Master Services Agreement for Small Utilities and Pipeline Rehabilitation to All State Civil Construction, Daytona Beach, FL, All Terrain Tractor, Sanford, FL, American Persian Engineering Construction (APEC), LLC Orlando, FL, Carr & Collier, Inc., Leesburg, FL, Development of Central FL, Inc, St. Cloud FL and Sawcross, Inc., Jacksonville, FL and authorize the Purchasing and Contracts Division to execute six (6) Master Services Agreements (MSAs). Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department -Utilities

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Herronda S. Mortimer/407-665-7113

Background:

CC-7099-26/HSM Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

The project was publicly advertised, and the County received twelve (12) responses. The Review Committee consisting of William Bill White, Utilities Chief Engineer, William Johnny Edwards, Utilities Director and David Ornberg, Utilities Engineering and Construction Division Manager reviewed the responses.

Consideration was given to bid price, qualifications, and experience. The Review Committee recommends award Master Services Agreement

(MSA's) to six (6) contractors determined to be responsive and responsible bidders, All State Civil Construction, Daytona Beach, FL, All Terrain Tractor, Sanford, FL, American Persian Engineering Construction (APEC), LLC Orlando, FL, Carr & Collier, Leesburg, FL, Development of Central FL, Inc, St. Cloud FL and Sawcross, Inc., Jacksonville, FL.

The term of the Agreement will be for a period of three (3) years, with two renewal periods not to exceed one year each. Based on the Utilities Master Plan approved by the Board of County Commissioners (Board) in April 2026 the Estimated Annual Usage of the MSA's is up to 10 Million, however the actual amounts may vary within annual budget approved by the board. The backup documentation includes the Tabulation Sheet and recommendation to Award. Authorization for the performance of services by the Contractors under these MSAs will be in the form of written Work Orders executed by the County and signed by the Contractors. Work Orders will be competed among the Contractors, and they may bid unit prices below their MSA unit price but may not bid higher. Each Work Order will be awarded to the Contractor offering the lowest price that meets the County's schedule.

The budget for this item is located under several projects within the water and sewer Capital Improvement Projects Fund (40108) and operating account business units 087806,087809 and 087810 starting in FY27.

Requested Action:

Staff recommends that the Board Award CC-7099-26/HSM to All State Civil Construction, Daytona Beach, FL, All Terrain Tractor, Sanford, FL, American Persian Engineering Construction (APEC), LLC Orlando, FL, Carr & Collier, Inc., Leesburg, FL, Development of Central FL, Inc, St. Cloud FL and Sawcross, Inc., Jacksonville, FL and authorize the Purchasing and Contracts Division to execute six (6) Master Services Agreements

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

TABULATION SHEET

CC-7099-26/HSM

Master Services Agreement for Small Utilities and Pipeline Projects

RESPONSE DEADLINE: May 27, 2026 at 2:00 pm
Report Generated: Thursday, July 9, 2026

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
APEC LLC	$140,030.00
All Terrain Tractor Service, Inc	$218,250.00
Development of Central Florida, Inc.	$290,163.00
All State Civil Construction, Inc.	$433,125.00
Carr & Collier Inc.	$459,330.00
Sawcross, Inc	$460,175.00
US Water Services Corporation	$464,400.00
RCM Utilities, LLC	$508,125.00

Vendor	Total
GPS Civil Construction, Inc.	$509,000.00
Cathcart Construction Company - Florida, LLC	$527,775.00
R&M Service Solutions, LLC.	$566,354.70
SanPik, Inc.	$651,125.00

Tabulated and posted by: Herronda S. Mortimer, Senior Procurement Analyst, June 5, 2026, 3:30 PM (EST) updated and Posted by Herronda S Mortimer, Sr. Procurement Analyst, Thursday, July 9, 2026, 11:30 AM (EST)

Recommendation and Notice of Intent to Award:
All State Civil Construction
All Terrain Tractor
American Persian Engineering Construction (APEC), LLC,
Carr & Collier, Inc
Development of Central FL, Inc,
Sawgrass, Inc

BCC AGENDA DATE: July 28, 2026

From:	Fernandez, Mel
To:	Mortimer, Herronda
Cc:	White, Bill; Ornberg, David; Edwards, William (Johnny)
Subject:	Re: CC-7099-26/HSM Small Utilities and Pipeline Projects
Date:	Monday, June 29, 2026 2:31:55 PM
Attachments:	image001.png image002.png image003.png Outlook-zxzf2v4r.png Outlook-osqcummv.png

Hi Herronda, we would like to move forward with the lowest 6 contractors on this. Per the Tabulation Sheet:

APEC
All Terrain Tractor
Development of Central Fla
All civil Constructin
Carr & Collier
Sawcross, Inc

Additionally, per info from Robert's email,

"After speaking with Leticia, when Herronda creates the Agenda Item, it will be there that we will specify that the projects will be up to $7.5 million per statute for continuing services contracts."

Please let me know if there is anything else you need from me on this. Thanks Herronda.

Warmest Regards,

Mel Fernandez
CIP Manager
Utilities, Engineering and Construction Division
O: (407) 665-2023
500 W Lake Mary Blvd, Sanford, FL 32773
mfernandez03@seminolecountyfl.gov
www.seminolecountyfl.gov

"Just be a good human. Love who you can. Help who you can. Give what you can."

From: Fernandez, Mel <mfernandez03@seminolecountyfl.gov>
Sent: Monday, June 29, 2026 10:05 AM
To: Mortimer, Herronda <hmortimer@seminolecountyfl.gov>
Subject: Re: CC-7099-26/HSM Small Utilities and Pipeline Projects

Thanks Herronda. So far, everyone is good, I will give you feedback on this last one shortly. Once reviewed by Bill. Additionally, we may go with 6 contractors, particulalry since we are now going to open this to up to

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **ALL STATE CIVIL CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 301 Beville Road, #16, Daytona Beach, Florida 32119, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONTRACTOR is also bound by all requirements contained in the solicitation package, all

addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached as Exhibit B. Each Work Order will describe the services required, state the

dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or

its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and

completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and

completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd
Sanford, FL 32773

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials

of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00	Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00	
Each Occurrence Limit	$1,000,000.00	
Products and Completed Operations	$2,000,000.00	

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

All State Civil Construction, Inc.
1301 Beville Rd, #16
Daytona Beach, FL 32119

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: ALL STATE CIVIL CONSTRUCTION, INC.

_____

_____ By:_____

, Secretary Michael R. Anderson, President

(CORPORATE SEAL) Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. **LOCATION OF FIRM**

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. **WARRANTY**

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator_____
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	
1	Project Manager	400	Hours		$175.00
2	Project Superintendent	1000	Hours		$125.00
3	Pipe Mechanic	1000	Hours		$80.00
4	Welder/Fabricator	10	Hours		$75.00
5	Pipefitter	50	Hours		$80.00
6	Plumber	75	Hours		$75.00
7	Laborer	1000	Hours		$65.00
8	Equipment Operator	800	Hours		$80.00
9	Concrete Lead	50	Hours		$65.00
10	Rigging Specialist	50	Hours		$75.00
11	Craft Foreman	50	Hours		$90.00
12	Rodbuster	50	Hours		$65.00
13	Finisher	50	Hours		$80.00
	Total				

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
Trench boxes	LF	TBD	$13.00	TBD
Sheeting/Shoring	LF	TBD	$5.00	TBD

TOTAL $ TBD

Michael R. Anderson, Treasurer
Representative Name

All State Civil Construction, Inc.
Bidder Name

Representative Signature

5/13/26
Date

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 F

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: _____

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 F

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 F

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

2 Pages Form

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 F

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 F

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 G

Agreement Name: Master Services for Small Utility & Pipe Projects, Seminole County

Agreement Number: CC-7099-26

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-7099-26 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 13th day of May, 20 26.

All State Civil Construction, Inc.
Consultant Name

By: _____
Print/Type Name: Michael R. Anderson
Title: Treasurer

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 13 day of May, 2026, by Michael R. Anderson (Full Name of Affiant).

_____
Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT E

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: All State Civil Construction, Inc.

Signature: _____

Printed Name: Michael R. Anderson

Title: Treasurer

Date: 5/13/26

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of May, 20 26, by Michael R. Anderson.

(name of person making statement)

_____
Signature of Notary Public

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

_____
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

00310 – ADA Affidavit (Rev 06/2021)

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of All State Civil Construction, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5/13/26
Date

Michael R. Anderson, Treasurer
Print Name, Title

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of May, 20 26, by Michael R. Anderson, as Treasurer, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **ALL TERRAIN TRACTOR SERVICE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1980 Cameron Ave, Sanford, Florida 32771, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONTRACTOR is also bound by all requirements contained in the solicitation package, all

addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached as Exhibit B. Each Work Order will describe the services required, state the

dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or

its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and

completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and

completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials

of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00	Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00	
Each Occurrence Limit	$1,000,000.00	
Products and Completed Operations	$2,000,000.00	

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

All Terrain Tractor Service, Inc.
1980 Cameron Ave
Sanford, FL, 3277

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: ALL TERRAIN TRACTOR SERVICES, INC.

_____

_____ By:_____

, Secretary JAMES T CROW, Vice President

(CORPORATE SEAL) Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. **LOCATION OF FIRM**

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. **WARRANTY**

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	
1	Project Manager	400	Hours		$60.00
2	Project Superintendent	1000	Hours		$50.00
3	Pipe Mechanic	1000	Hours		$50.00
4	Welder/Fabricator	10	Hours		$50.00
5	Pipefitter	50	Hours		$50.00
6	Plumber	75	Hours		$50.00
7	Laborer	1000	Hours		$35.00
8	Equipment Operator	800	Hours		$50.00
9	Concrete Lead	50	Hours		$50.00
10	Rigging Specialist	50	Hours		$50.00
11	Craft Foreman	50	Hours		$50.00
12	Rodbuster	50	Hours		$50.00
13	Finisher	50	Hours		$50.00
	Total				

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
TBD		TBD		

TOTAL $ TBD

Landon Massa
Representative Name

All Terrain Tractor Service, Inc.
Bidder Name

Landon Massa
Representative Signature

May 27, 2026
Date

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 F

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: _____

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 F

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 F

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

2 Pages Form

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 F

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 F

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)

Agreement Name: Master Services Agreement for Small Utilites and Pipeline Projects

Agreement Number: CC-7099-26/HSM

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-7099-26/HSM 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 27 day of May, 2026.

All Terrain Tractor Service, Inc.
Consultant Name

By: _____
Print/Type Name: James Thomas Crow Jr.
Title: VP/Owner

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 27 day of May, 2026, by James Thomas Crow Jr. (Full Name of Affiant).

Notary Public State of Florida
Katiria Figueroa
My Commission HH 418082
Expires 7/6/2027

_____
Print/Type Name Katiria Figueroa
Notary Public in and for the County Seminole
and State Aforementioned
My commission expires: 7-6-27

E-Verify Affidavit
Revised 5/19/2021

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: All Terrain Tractor Service, Inc.

Signature: _____

Printed Name: James Thomas Crow Jr.

Title: VP/Owner

Date: May 27, 2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 27 day of May, 2026, by James Thomas Crow Jr.

(name of person making statement)

_____

Signature of Notary Public

Katiria Figueroa

Print/Type/Stamp Commissioned Name of Notary Public

✓ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

Notary Public State of Florida
Katiria Figueroa
My Commission HH 418082
Expires 7/6/2027

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of All Terrain Tractor Service, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

May 27, 2026
Date

James Thomas Crow Jr. VP/Owner
Print Name, Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27 day of May, 20 26, by James Thomas Crow Jr., as VP/Owner, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Katiria Figueroa
My commission expires: 7-4-27

Notary Public State of Florida
Katiria Figueroa
My Commission HH 418082
Expires 7/6/2027

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION (APEC), LLC.**, duly authorized to conduct business in the State of Florida, whose address is 5401 S. Kirkman Road, Ste 336, Orlando, Florida 32119,, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONTRACTOR is also bound by all requirements contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work

Order is attached as Exhibit B. Each Work Order will describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support

final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed

for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the

breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00	Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00	
Each Occurrence Limit	$1,000,000.00	
Products and Completed Operations	$2,000,000.00	

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

American Persian Engineering and Construction (APEC), LLC
5401 S. S. Kirkman Rd, Ste, 336
Orlando, FL, 32804

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: ALL TERRAIN TRACTOR SERVICES, INC.

_____ By:_____
, Secretary ARMAN POURMIRZA, Vice President

(CORPORATE SEAL) Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. LOCATION OF FIRM

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. WARRANTY

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	
1	Project Manager	400	Hours		$40.00
2	Project Superintendent	1000	Hours		$35.00
3	Pipe Mechanic	1000	Hours		$28.00
4	Welder/Fabricator	10	Hours		$78.00
5	Pipefitter	50	Hours		$30.00
6	Plumber	75	Hours		$70.00
7	Laborer	1000	Hours		$20.00
8	Equipment Operator	800	Hours		$30.00
9	Concrete Lead	50	Hours		$25.00
10	Rigging Specialist	50	Hours		$40.00
11	Craft Foreman	50	Hours		$40.00
12	Rodbuster	50	Hours		$45.00
13	Finisher	50	Hours		$40.00
	Total				

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
Trench Box	LS	1	$3,000	$3,000

TOTAL **$3,000**

Arman Poiurmirza
Representative Name

APEC LLC
Bidder Name

Representative Signature

5/26/2026
Date

00110 – Trench Safety Act (Rev 082020)

EXHIBIT E

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: American Persian Engineering and construction LLC dba APEC LLC

Signature: _____

Printed Name: Arman Pourmirza

Title: Vice President

Date: 5/27/2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 27 day of May, 2026, by Arman Pourmirza.

(name of person making statement)

_____

Signature of Notary Public

CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028

Celia Callahan

Print/Type/Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

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 F

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: _____

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 F

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 # _____

C-02 - CHANGE ORDER FORM (Rev 100120)

EXHIBIT F

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

2 Pages Form

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 F

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 F

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 G

Agreement Name: Master Services Agreement for Small Utilities and Pipeline Projects

Agreement Number: CC-7099-26/HSM

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-7099-26/HSM 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 27th day of May, 2026.

American Persian Engineering & Construction DBA APEC LLC
Consultant Name

By: _____
Print/Type Name: Armen Pourmirza
Title: VP

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 27 day of May, 2026, by Armen Pourmirza (Full Name of Affiant).

NOTARY PUBLIC STATE OF FLORIDA

CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028

_____
Print/Type Name: Celia Callahan
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

E-Verify Affidavit
Revised 5/19/2021

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of APEC LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5/27/26
Date

Arman Pourmirza VP
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27 day of May, 2026, by Arman Pourmirza, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

NOTARY PUBLIC STATE OF FLORIDA

CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CARR & COLLIER, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2864 W. Main Street Leesburg, FL, 34748, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONTRACTOR is also bound by all requirements contained in the solicitation package, all

addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached as Exhibit B. Each Work Order will describe the services required, state the

dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or

its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and

completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and

completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials

of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00	Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00	
Each Occurrence Limit	$1,000,000.00	
Products and Completed Operations	$2,000,000.00	

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Carr & Collier, Inc.
2864 W. Main Street
Leesburg, FL 34748

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: CARR & COLLIER, INC.

_____ By:_____
, Secretary REYNOLDS HOLIMAN, Vice President

(CORPORATE SEAL) Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. LOCATION OF FIRM

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. WARRANTY

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator_____
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

#CC-7709-26/HSM MSA for Small Utilities & Pipeline Projects

Carr & Collier Inc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Manager	400	Hours	$ 149.00	$ 59,600.00
2	Project Superintendent	1000	Hours	$ 127.00	$ 127,000.00
3	Pipe Mechanic	1000	Hours	$ 98.00	$ 98,000.00
4	Welder/Fabricator	10	Hours	$ 98.00	$ 980.00
5	Pipefitter	50	Hours	$ 98.00	$ 4,900.00
6	Plumber	75	Hours	$ 118.00	$ 8,850.00
7	Laborer	1000	Hours	$ 73.00	$ 73,000.00
8	Equipment Operator	800	Hours	$ 82.00	$ 65,600.00
9	Concrete Lead	50	Hours	$ 75.00	$ 3,750.00
10	Rigging Specialist	50	Hours	$ 98.00	$ 4,900.00
11	Craft Foreman	50	Hours	$ 98.00	$ 4,900.00
12	Rodbuster	50	Hours	$ 79.00	$ 3,950.00
13	Finisher	50	Hours	$ 78.00	$ 3,900.00
	Total				**$ 459,330.00**

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
Trench Box	LS	1	$3,500.00	$3,500.00

TOTAL $ 3,500.00

Reynolds Holiman, Vice President
Representative Name

Representative Signature

Carr & Collier Inc.
Bidder Name

May 27, 2026
Date

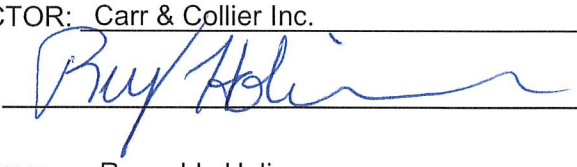
EXHIBIT E

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: Carr & Collier Inc.

Signature: 

Printed Name: Reynolds Holiman

Title: Vice President

Date: May 27, 2026

Affix Corporate Seal (if applicable)

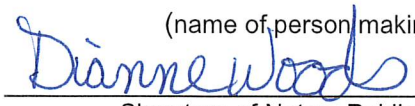
STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2026, by Reynolds Holiman.

(name of person making statement)





Signature of Notary Public

Dianne Woods

Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: N/A

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 F

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: _____

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 F

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 F

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 F

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 F

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 G

Agreement Name: Master Services Agreement for Small Utilities and Pipeline Projects

Agreement Number: CC-7099-26/HSM

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.

*CONTRACTOR

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-7099-26/HSM 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 27th day of May, 2026.

Carr & Collier Inc.
Contractor/~~Consultant~~ Name

By: [signature]
Print/Type Name: Reynolds Holiman
Title: Vice President

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 27th day of May, 2026, by Reynolds Holiman (Full Name of Affiant).

[signature]
Print/Type Name Dianne Woods
Notary Public in and for the County
and State Aforementioned
My commission expires: May 21, 2028

E-Verify Affidavit
Revised 5/19/2021

NOTARY PUBLIC STATE OF FLORIDA
DIANNE WOODS
MY COMMISSION # HH 483915
EXPIRES: May 21, 2028

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Carr & Collier Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

May 27, 2026
Date

Reynolds Holiman, Vice President
Print Name, Title

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 20 26, by Reynolds Holiman, as Vice President, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Dianne Woods
My commission expires: May 21, 2028

NOTARY PUBLIC STATE OF FLORIDA
DIANNE WOODS
MY COMMISSION # HH 483915
EXPIRES: May 21, 2028

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **DEVELOPMENT OF CENTRAL FLORIDA, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1401 Budinger Avenue, Suite D, St Cloud, FL, 34769 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONTRACTOR is also bound by all requirements contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work

Order is attached as Exhibit B. Each Work Order will describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
   $6.00 without receipts
   $10.00 with receipts;
2. Lunch:
   $11.00 without receipts
   $13.00 with receipts;
3. Dinner:
   $19.00 without receipts
   $27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support

final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed

for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the

breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00 Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Products and Completed Operations	$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Development of Central Florida, Inc.
1401 Budinger Avenue Suite D
St. Cloud, FL 34769

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:	DEVELOPMENT OF CENTRAL FLORIDA, INC.
_____	By:_____
, Secretary	NARELLE ADAMS, President
(CORPORATE SEAL)	Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. LOCATION OF FIRM

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. WARRANTY

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	
1	Project Manager	400	Hours		$92.00
2	Project Superintendent	1000	Hours		$95.00
3	Pipe Mechanic	1000	Hours		$47.87
4	Welder/Fabricator	10	Hours		$215.00
5	Pipefitter	50	Hours		$36.82
6	Plumber	75	Hours		$92.00
7	Laborer	1000	Hours		$36.82
8	Equipment Operator	800	Hours		$52.60
9	Concrete Lead	50	Hours		$85.00
10	Rigging Specialist	50	Hours		$90.00
11	Craft Foreman	50	Hours		$102.04
12	Rodbuster	50	Hours		$42.00
13	Finisher	50	Hours		$95.00
	Total				

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
Trench Boxes	Monthly	TBD	$1850	TBD

TOTAL $_____

Narella Adams
Representative Name

Development of Central Florida Inc.
Bidder Name

Representative Signature

5-27-2026
Date

EXHIBIT E

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: Development of Central Florida Inc.

Signature: _____

Printed Name: Narelle Adams

Title: President

Date: 5-27-2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 27th day of May, 2026, by Narelle Adams.

(name of person making statement)

Karen E Lindsey

Signature of Notary Public

Print/Type/Stamp Commissioned Name of Notary Public

Notary Public State of Florida
Karen E Lindsey
My Commission HH 492419
Expires 3/15/2028

✓ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

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 F

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: _____

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 F

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 F

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

2 Pages Form

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 F

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 F

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 G

Agreement Name: Master Services Agreement for Small Utilities and Pipeline Projects

Agreement Number: CC-7099-26/HSM

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-7099-26/HSM 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 27th day of May, 2026.

Development of Central Florida Inc.
Consultant Name

By: _____
Print/Type Name: Narelle Adams
Title: President

STATE OF Florida

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 27th day of May, 2026, by Narelle Adams (Full Name of Affiant).

Karen E Lindsey
Print/Type Name
Notary Public in and for the County
and State Aforementioned
My commission expires:

Notary Public State of Florida
Karen E Lindsey
My Commission HH 492419
Expires 3/15/2028

E-Verify Affidavit
Revised 5/19/2021

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Development of Central Florida ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5-27-2026
Date

Narelle Adams, President
Print Name, Title

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th day of May, 2026, by Narelle Adams, as President, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:

My commission expires:

Notary Public State of Florida
Karen E Lindsey
My Commission HH 492419
Expires 3/15/2028

MASTER SERVICES AGREEMENT FOR SMALL UTILITIES AND PIPELINE PROJECTS (CC-7099-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **SAWCROSS, INC**., duly authorized to conduct business in the State of Florida, whose address is 10970 New Berlin Road Jacksonville, FL 32226 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONTRACTOR is also bound by all requirements contained in the solicitation package, all

addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached as Exhibit B. Each Work Order will describe the services required, state the

dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or

its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and

completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars ($100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and

completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided

by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials

of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	$2,000,000.00 Each Occurrence
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Products and Completed Operations	$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. 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 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 an independent contractor with respect to all services performed under this Agreement.

Section 25. 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 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. 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 Se Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said 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 30. 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 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. 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 34. 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 and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:	SAWCROSS, INC.
_____	By:_____
, Secretary	MARK HICKINBOTHAM, President
(CORPORATE SEAL)	Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
Robert Bradley
Purchasing and Contracts Division Manager

Date:_____

_____
Witness
Herronda S. Mortimer
Print Name

_____
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

7/14/26
T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Sample Work Order
Exhibit C – Rate Schedule
Exhibit D – Trench Safety Form
Exhibit E – Americans with Disabilities Act
Exhibit F – Construction Forms
Exhibit G – Affidavit of E-Verify Requirements Compliance
Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING**:

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS**:

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK**:

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheeting and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES**:

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES**:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.
3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.
4. The Vendor shall pay a fee of $250 per incident penalty for not responding within the contracted one (1) hour emergency response time. “Responding” shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR**:
During the performance of work pursuant to this Contract, the Vendor will:
1. Ensure that all work must be done according to the SCUD’s standards as described in SCUD’s Engineering Manual and the Approved Materials List.
2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.
3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD’s Approved Materials List.
4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:
    a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
    b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
    c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767
5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:
    a. Vendor name, complete address, and contact information
    b. Date, time, and location of site visit
    c. Reason for site visit
    d. Brief description of work performed or accomplished
    e. Any observed deficiencies or operational issues and recommendations for resolution
    f. Required or recommended follow-up
    g. Parts and/or consumables used
    h. Labor hours

i. Participating Vendor personnel
j. Approval by a SCUD representative
k. Approval by Vendor Operations Manager

IX. LOCATION OF FIRM

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. WARRANTY

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.

CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text
Dated: Click to enter date
Master Agreement Title: Click or tap here to enter text
Project Title: **Click or tap here to enter text**

Contractor: Contractor Name
Address: Contractor Address
City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- ☐ EXHIBIT A - Scope of Services/Specifications
- ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule
- ☐ EXHIBIT C - Drawing Plans
- ☐ EXHIBIT D - Supplemental Conditions
- ☐ EXHIBIT E -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days **(#)** **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. $Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [**5%**] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator_____
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

Contractor: Contractor

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Manager	400	Hours	$170.00	$68,000.00
2	Project Superintendent	1,000	Hours	$155.00	$155,000.00
3	Pipe Mechanic	1,000	Hours	$80.00	$80,000.00
4	Welder/Fabricator	10	Hours	$80.00	$800.00
5	Pipefitter	50	Hours	$85.00	$4,250.00
6	Plumber	75	Hours	$85.00	$6,375.00
7	Laborer	1,000	Hours	$60.00	$60,000.00
8	Equipment Operator	800	Hours	$80.00	$64,000.00
9	Concrete Lead	50	Hours	$85.00	$4,250.00
10	Rigging Specialist	50	Hours	$85.00	$4,250.00
11	Craft Foreman	50	Hours	$105.00	$5,250.00
12	Rodbuster	50	Hours	$80.00	$4,000.00
13	Finisher	50	Hours	$80.00	$4,000.00
TOTAL					$460,175.00

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
SLOPED SIDES	LF	100	15.00	1500.00
TRENCH BOX	LF	100	25.00	2500.00

TOTAL $ 4000.00

Mark Hickinbotham, President
Representative Name

Representative Signature

Sawcross, Inc.
Bidder Name

05/27/2026
Date

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: Sawcross, Inc.

Signature: _____

Printed Name: Mark Hickinbotham

Title: President

Date: 05/27/2026

Affix Corporate Seal (if applicable)

SAWCROSS, INC. CORPORATE SEAL 1992 FLORIDA

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2026, by Mark Hickinbotham.

(name of person making statement)

MIKAYLA PARKER
MY COMMISSION # HH 793984
EXPIRES: May 12, 2030

_____
Signature of Notary Public

Mikayla Parker
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

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 F

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: _____

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 F

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 F

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

2 Pages Form

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 F

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 F

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 G

Agreement Name: Master Services Agreement for Small Utilities and Pipeline Projects

Agreement Number: CC-7099-26/HSM

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-7099-26/HSM 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 27th day of May, 2026.

Sawcross, Inc.
Consultant Name

By: _____
Print/Type Name: Mark Hickinbotham
Title: President

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 27th day of May, 2026, by Mark Hickinbotham, President (Full Name of Affiant).

MIKAYLA PARKER
MY COMMISSION # HH 793984
EXPIRES: May 12, 2030

_____
Print/Type Name: Mikayla Parker
Notary Public in and for the County
and State Aforementioned
My commission expires: 05/12/2030

E-Verify Affidavit
Revised 5/19/2021

HUMAN TRAFFICKING AFFIDAVITT

CONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Sawcross, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

05/27/2026
Date

Mark Hickinbotham, President
Print Name, Title

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2026, by Mark Hickinbotham, as President of Sawcross, Inc., on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

MIKAYLA PARKER
MY COMMISSION # HH 793984
EXPIRES: May 12, 2030

Print, Type or Stamp Name of Notary: Mikayla Parker
My commission expires: 05/12/2030

File Number: 2026-0558

Title:

Approve the 2026 - 2027 One Year Annual Action Plan and Housing Access 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 2026 - 2027 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 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.

Seminole County Community Development advertised, in the Orlando Sentinel, the Notice of Funding Availability (NOFA) and two (2) technical assistance workshops to provide interested applicants with the opportunity to learn about the grants and ask questions regarding the application requirements. One was held virtually on March 12, 2026, and the other was held in-person on March 17, 2026.

Seminole County Community Development then advertised, in the Orlando Sentinel, notice of two (2) public hearings, one on May 26, 2026, at the Community Services Department's office and one on July 28, 2026, at the Board of County Commissioners Meeting. The advertisement also included notice of a thirty (30) day public comment period for the annual action plan, which began on May 24, 2026, and concluded on June 24, 2026. A draft of the FY 2026-2027 Annual Action Plan and the Housing Access Plan were made available, for review, on the County website and at the Community Services Department office. Any comments received from the public were incorporated into the Annual Action Plan.

The attached Executive Summary shows the recommended activities to be funded in the FY 2026-2027 Annual Action Plan. These activities fall in line with the objectives and goals outlined in Five Year Consolidated Plan.

Seminole County is obligated to certify that it will Affirmatively Further Fair Housing (AFFH) and this requirement falls under the Fair Housing Act (FHA). The Housing Access Plan establishes a framework to ensure that housing opportunities within the community are accessible, inclusive, and free from discrimination. Guided by the principles of the FHA and related federal, state and local laws, this plan outlines strategies to promote universal access to housing, address barriers to opportunity and support stable, sustainable neighborhoods for all residents.

Requested Action:

Staff requests the Board approve the 2026 - 2027 One Year Annual Action Plan and Housing Access 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 2026 - 2027 One Year Action plan and any subsequent agreement amendments.

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Seminole County Comm Svcs/CDBG - 105352
520 W. Lake Mary Blvd.
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520 W. Lake Mary Blvd.
Suite 100
Sanford, FL 32773-7400

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 1st Public Hearing of Annual Action Plan (26-27) & Housing Access Plan Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 24 May 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 25 May 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

77189

NOTICE OF FIRST PUBLIC HEARING And INVITATION FOR PUBLIC COMMENT Seminole County, Florida Community Development Division

Seminole County receives annual Federal grants through three programs administered by the U.S. Department of Housing and Urban Development (HUD). These programs include the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grants (ESG) Programs with an estimated funding available from HUD for the 2026-2027 Program Year, beginning October 1, 2026, and ending September 30, 2027.

CDBG $2,276,686

HOME $894,832

ESG $201,479

These programs will fund activities that address the housing and community development needs and priorities identified in the 2025-2029 Consolidated Plan, benefitting lower income persons and neighborhoods throughout Seminole County.

The County has committed to Affirmatively Furthering Fair Housing (AFFH) and making concerted efforts to combat housing discrimination against protected classes. The County developed a Housing Access Plan, which examines barriers to fair housing and identifies priorities and goals to mitigate fair housing issues as required under the federal Fair Housing Act and state and local law. The County has also prepared the FY2026-2027 One-Year Action Plan, which outlines programs and projects to be funded and implemented during the 2026-2027 program year to meet the goals identified in the Five-Year Consolidated Plan.

On July 28, 2026, the Seminole County Board of County Commissioners (BCC) will be considering the FY2026-2027 One-Year Action Plan and Housing Access Plan. Prior to submitting the plans to the BCC for approval, the Community Development Division is soliciting public comments and input. The public comment period will be open from May 24 through June 24, 2026. Comments will be received at the Seminole County Community Services Department until 4:00 p.m., June 24, 2026. During this period, the One-Year Action Plan and Housing Access Plan will be available for public review in draft form online at www.seminolecountyfl.gov/departments-services/community-services, or in person at the Community Services Department, 520 W. Lake Mary Boulevard, Suite 100, Sanford, Florida 32773.

Community Development Division staff will host a Public Hearing of the FY2026-2027 One-Year Action Plan, Housing Access Plan, and field public comments on Wednesday, May 26, 2026 at 10:00 a.m. in the Community Services Department's 3rd Floor conference room. Comments should be submitted to Elvis Santana via email esantana@seminolecountyfl.gov or via telephone at (407) 665-2307. Comments may also be mailed to 520 W. Lake Mary Blvd., Suite 100, Sanford, FL 32773. Where applicable, the County will respond in writing, to all public comments received.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC COMMENT PERIOD AT (407) 665-7940. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.

77189

FY 2026-2027 Action Plan Summary
For Commissioner Briefings
Prepared 5/15/2026

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 2026/2027 One-Year Action Plan

Seminole County anticipates receiving an allocation of $2,276,686 in CDBG funds, $894,832.07 in HOME, and $201,479 in ESG funds. The One-Year Action Plan outlines the projects Seminole County plans to implement using FY 2026-2027 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 2026-2027 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 2026-2027 Community Development Block Grant (CDBG; $2,276,686), HOME Investment Partnerships (HOME; $894,832), and Emergency Solutions Grant (ESG; $201,479) Programs.

CDBG Program - $2,276,686

Proposed Project	Activity	Objective in the Consolidated Plan	Amount
Public Facilities /Improvements			
United Cerebral Palsy (UCP) – **HVAC Systems Renovations**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$22,000
IMPOWER – **Village Transitional Housing Rehabilitation**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$170,000
Pathway to Care – **Major Safety Improvement - Handrails**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$22,000
The Sharing Center – **Distribution Ceiling Improvements**	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	$198,000
Subtotal – Public Facilities /Improvements			**$412,000**

CDBG Public Services (HUD caps this budget to no more than 15% of total allocation)			
Dental Assistance **(In-House program)**	Public Services	Suitable Living: Availability/ Accessibility	$60,000
Senior's First – **Elderly Community Care**	Public Services	Suitable Living: Availability/ Accessibility	$75,000
HOPE Helps - **Nutritious Food Pantry**	Public Services	Suitable Living: Availability/ Accessibility	$35,000
Kids House – **Mental Health Services**	Public Services	Suitable Living: Availability/ Accessibility	$25,000
Aspire – **Mobile Response Team**	Public Services	Suitable Living: Availability/ Accessibility	$100,000
SALT – **Seminole Street Outreach**	Public Services	Suitable Living: Availability/ Accessibility	$46,500
Subtotal – Public Services			**$341,500**

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	$900,849
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.	Suitable Living: Availability/ Accessibility	$87,000
CDBG Program Delivery **(In-House Program)**	Project delivery costs for CDBG activities. Funds will be used to support the completion of eligible & required tasks.	Suitable Living: Availability/ Accessibility	$80,000
Planning and Administration	20% grant is for the planning and administration of CDBG program		$455,337
Subtotal – In-House Programs and Administration			$1,523,186
TOTAL CDBG			**$2,276,686**

CDBG – Denials

The following proposals were not recommended for CDBG funds.

Project	Denied for CDBG Funding,	Amount Requested
Public Services Applicant:	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 because the cap was reached by the top five applicants and the in-house dental program.	
The Lifeboat Project, Inc.		$22,674
Housing Connector		$120,000
AMSS Clinic		$120,000
Inspire of Central Florida		$72,214
Paintballs Over Bullets - After-School Youth		$65,000
Chosen Veterans Outreach - Community Stability and Veteran Support Initiative		$800,000

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

HOME Program - $894,832

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	$400,000
Central Florida Home for Good **Rental Units Rehabilitated**	Rehabilitation of existing multifamily affordable housing development	Decent Housing: Affordability	$45,000
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	$134,224.80
Planning and Administration	10% grant is for the administration of HOME program		$89,483
TOTAL HOME			**$894,832**

HOME – Habitat for Humanity and Central Florida HOME for Good were the only applicants for HOME funds.

ESG Program - $201,479

Proposed Project	Activity	Objective in Consolidated Plan	Amount Requested
Shelter – Bridge Housing (In-House Program)	Emergency shelter / Bridge housing	Suitable Living: Availability/ Accessibility	$30,000
SALT Outreach	Mobile outreach project by focusing on outreach and service distribution to individuals experiencing homelessness	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	$124,369
HSN - Homeless Management Information System (HMIS)	Operation and Maintenance of the HMIS data for homeless programs		$17,000
Program Planning and Administration	Program Planning and Administrative costs not to exceed 7.5% of allocation		$15,110
TOTAL ESG			**$201,479**

ESG – Denials
The following proposals were not recommended for ESG funds.

Project	Denied for ESG Funding	Amount Requested
~~Boys Town Central Florida, Inc.~~	~~Lowest scoring application. Agency scored below a 70~~	~~$40,000~~

DRAFT

COMMUNITY SERVICES DEPARTMENT

Community Development Division



ANNUAL ACTION PLAN
FY2026 – 2027
CDBG, HOME, ESG

Prepared for the Seminole County Board of County Commissioners

Andria Herr, Chairman, District 5
Amy Lockhart, Vice-Chairman, District 4
Bob Dallari, District 1
Jay Zembower, District 2
Lee Constantine, District 3

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. 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 for the period beginning October 1, 2025, and ending September 30, 2029 (five-years). The 2025-2029 Consolidated Plan was approved on July 22, 2025, and identified 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).

Annual Action Plans are developed to outline the programs and projects that will be funded and implemented each year to help meet the goals identified within the Consolidated Plan (Strategic Plan). Annual accomplishments and grant expenditures are reported in an annual performance report.

The FY 2026-2027 annual plan identifies projects and programs that will be funded by the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grants (ESG). Seminole County has been allocated $2,276,686 in CDBG funds, $894,832.07 in HOME funds, and $201,479 in ESG funds. The FY 2026-2027 Action Plan was prepared with input from the public in accordance with federal regulations. The plan seeks to implement the goals and objectives of the Consolidated Plan to benefit low and moderate-income households and individuals in Seminole County through provision of various improvements and services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

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

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

5) Priority Need: Planning and Administration
National Objective: N/A
Objective: Create or Sustain a Suitable Living Environment
Outcome: Sustainability
Indicator: N/A

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

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 people. 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 24).

<u>Affordable Housing</u>

- Homeowner housing added – 600%
- Homeowner housing rehabilitated – 0%
- Rental units rehabilitated –0%
- Rental units added – 76%
- Tenant-based rental assistance/rapid re-housing – 112%

<u>Non-Housing Community Development</u>

- 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) – 287%

Homeless

- Homeless person overnight shelter – 359%
- Tenant-based rental assistance/rapid re-housing – 73%
- 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.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The FY2026-2027 One Year Action Plan identifies projects and programs that will be funded by the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grants (ESG). Seminole County is slated to receive $2,276,686 in CDBG funds, $894,832.07 in HOME funds, and $201,479 in ESG funds. The FY2026-2027 Action Plan was prepared with input from the public in accordance with federal regulations. The plan seeks to implement the goals and objectives of the Consolidated Plan to benefit low and moderate-income households and individuals in Seminole County through provision of various improvements and services.

HUD requires input from the public regarding proposed projects and initiatives that result from the Federal funds entrusted to Seminole County. Public comment can be obtained in a variety of ways. The public is welcome to call, email, write, meet in person, and participate in public meetings/forums. All notifications regarding the Annual Action Plan are published in the Orlando Sentinel, a newspaper of general circulation, as required by Federal regulations. Seminole County also hosts public meetings and gathers feedback from stakeholders at various stages of the planning process. A public hearing is held prior to the publication of the draft annual action plan. The public is also given a 30-day comment period to offer their feedback after the draft action plan has been published. Additionally, a summary advertisement is published in the newspaper and County website. Hard copies are made available at the Community Services Offices for people who have limited access to a computer or those who require in depth explanations of our programs and requirements. The public comment period began **May 24, 2026 and ended on June 24, 2026**. The County did not receive any public comments during this time frame.

Seminole County uses a request for proposal process to allow non-profit organizations to partner to implement programs that are funded through CDBG Public Services, HOME, and the Emergency Solutions Grant. Agencies were notified on March 1, 2026, about the available funding. They also participated in technical assistance workshops prior to submitting grant applications. Proposals were received and reviewed by staff for eligibility after receipt and reviewed and ranked by the Application Review Team on April 21, 2026.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

- Throughout the Notice of Funding Availability (NOFA) and Annual Action Plan development, Seminole County published notices in the Orlando Sentinel, a publication of general circulation to inform the community of the available funding, the draft action plan, and the public hearing to approve the draft plan.
- The county hosted a virtual public meeting on March 12, 2026 and hosted an in-person public meeting on March 17, 2026 for non-profit organizations interested in the annual Notice of Funding Availability (NOFA). Both meetings discussed each funding source and explained how to apply for funding; in addition to fielding questions from participating organizations on eligible activities and the application submission process. All questions and comments presented during both meetings and all questions during the application phase were accepted and addressed and sent out to participants via an FAQ email.
- The first public hearing was held on May 26, 2026 to allow public input regarding the draft of the annual action plan. The thirty (30) day comment period was published on May 24, 2026 and ended June 24, 2026.
- The second public hearing was held on July 14, 2026, where the proposed plan was approved 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.

6. 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. 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. 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.

7. Summary

The FY2026-2027 Annual Action Plan is the second year of the Consolidated Plan and identifies priority needs, establishes goals, and outlines specific actions to improve housing affordability, support vulnerable populations, strengthen neighborhoods, and promote economic opportunities. 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.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity 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 (optional)

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 50 full-time staff.

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 county 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

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. 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.

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(l))

Seminole County actively coordinates with two housing authorities including the Seminole County Housing Authority and the Sanford Housing Authority to address a multitude of needs within the County. Chief among these needs is providing affordable housing opportunities for the County's lowest income residents. It is ideal to have housing located in communities with access to jobs, transportation, and healthcare options. The County supports the housing authority's efforts, which includes the provision of social services and other support in health and housing.

The County enhances coordination between public and private health agencies by: (a) providing operational support to regional coordinating agencies, (b) supporting collaborative partnerships in applications for public service funding, (c) requiring recipients of Emergency Solutions Grant funding to participate in the local Homeless Management Information System, and (d) coordinating, hosting, and participating in opportunities for community dialogues that are focused on identifying local needs and collaborative approaches to meeting them.

The County Community Services Department has developed and managed strong partnerships and relationships to enhance coordination between service providers. Entities participating in the process include multiple providers of services from various disciplines. These include agencies, organizations, groups with expertise in case management, life skills, alcohol and/or drug abuse, mental health, housing, public housing, employment assistance, transportation, legal, elderly, food/clothing, and domestic violence. The Seminole County Community Services Department will continue to support organizations providing these services to enhance coordination efforts with public and private housing and supportive services providers to ensure successful implementation of federal funded activities and achievement of the goals and objectives set forth in the Consolidated Plan.

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.

Seminole County consults with the Central Florida Commission on Homelessness Continuum of Care (CoC), the responsible entity for executing the housing crisis response system within the jurisdiction of Seminole County. The County also coordinates with The Homeless Services Network (HSN) of Central Florida, the lead agency responsible for daily facilitation, financial accountability, and operational management in development of a tri-county homelessness response system. Consultation with the CoC and HSN was conducted through multiple interactions, including direct engagement with providers working in coordination with the CoC and HSN, one-on-one interaction with officials of both organizations, and at community meetings.

The Seminole County Community Services Department will continue coordination with the CoC and HSN for participation in and organization of public events and volunteer services to identify and address the current needs of homeless people residing in Seminole County. The Homeless Services Network of Central Florida receives direct funding from the State ESG program for the operation of programs that provide direct housing and supportive services to the homeless population in the region. Seminole County provides County ESG funding to HSN annually for data collection and associated costs to operate and maintain the required Homeless Information Management System (HMIS).

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and 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 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.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

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?	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a stakeholder event. It is anticipated that coordination on housing and social services will be enhanced.
2	**Agency/Group/Organization**	American Muslim Community Health Clinic
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing, homelessness, and social services will be enhanced.
3	**Agency/Group/Organization**	Hope Helps
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination of housing will be enhanced.
4	**Agency/Group/Organization**	The Sharing Center
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing, homelessness, and social services will be enhanced.
5	**Agency/Group/Organization**	Rescue Outreach Mission of Sanford, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.

6	**Agency/Group/Organization**	Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing will be enhanced.
7	**Agency/Group/Organization**	Central Florida Home for Good, Inc.
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.
8	**Agency/Group/Organization**	True Health of Seminole Inc
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Engaged through a community meeting. It is anticipated that coordination on housing, job training, homelessness, and social services will be enhanced.

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.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Services Network of Central Florida	The goals of the Homeless Services Network of Central Florida overlap with the Seminole County 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 county programs do not duplicate or overlap its programs.
Seminole County SHIP Local Housing Assistance Plan	Seminole County	The Seminole County Local Housing Assistance Plan (LHAP) includes housing strategies aligning with the Consolidated Plans and Annual Action Plan goals for affordable housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. 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 advertised on the county website. The citizen participation process included:

Public Meetings

The county facilitated two (2) public meetings, one in-person and one virtual, to discuss the Notice of Funding Availability for our CDBG, HOME, and ESG funds. A public hearing meeting was also held, in person, to allow the public the opportunity to review the draft of the plan and provide comments. A thirty (30) day public comment period was advertised in the Orlando Sentinel and ran from May 24, 2026 through June 24, 2026. A final public hearing was advertised for the County Commission meeting where the FY2026-2027 Annual Action Plan was adopted.

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	Newspaper Ad	Minorities Non-targeted/broad community	On March 1, 2026, Seminole County advertised the Notice of Funding Availability for FY26-27 CDBG, HOME and ESG funds. The advertisement included two workshop dates, March 12, 2026 (virtual) and March 17, 2026 (in-person). It also advertised that applications will be accepted until April 7, 2026.	Comments were not received in response to the advertisement in the newspaper.	N/A	http://www.seminolecountyfl.gov/departments-services/community-services/

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	Minorities Non-English Speaking - Specify other language: spanish Non-targeted/broad community	The county hosted a virtual public meeting on March 12, 2026 and hosted an in-person public meeting on March 17, 2026 for non-profit organizations interested in the annual Notice of Funding Availability (NOFA). Both meetings discussed each funding source and explained how to apply for funding.	Questions pertaining to: jurisdictional restrictions, HOME low-income restrictions, and technical questions about the online application. All questions were put on a FAQ and distributed periodically to the applicants via email.	N/A	http://www.seminolecountyfl.gov/departments-services/community-services/

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 Hearing	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	On May 24, 2026, Seminole County advertised, in the Orlando Sentinel and on the county website, the notice of the first public hearing on May 26, 2026, the thirty (30) day public comment period, and the final public hearing at the Board of County Commissioners meeting on July 14, 2026.	No comments were received at the first public hearing, during the thirty day comment period, nor at the second public hearing.	N/A	http://www.seminolecountyfl.gov/departments-services/community-services/

Table 4 – Citizen Participation Outreach

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.

For FY2026-2027, 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. Seminole County anticipates receiving **$2,276,686** of Community Development Block Grant (CDBG), **$894,832.07** of HOME Investment Partnerships Program (HOME), and **$201,479** of Emergency Solutions Grant (ESG) funds.

The goals and outcomes identified in the annual plan table reflects the total anticipated accomplishments to be achieved 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	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,276,686.00	0.00	1,190,000.00	3,466,686.00	6,892,962.00	Prior year resources are from PY21, PY22, PY23, PY24, and PY25 and allocated for public facilities, housing rehabilitation, and TBRA program delivery. Prior year resources may be available for year-two of the Con Plan but are not guaranteed for the remainder of the plan. Therefore, $1,190,000 is not included in the calculation for available funds for the remainder of the Con Plan.

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: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	894,832.07	0.00	1,056,000.00	1,950,832.07	2,697,523.93	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 PY22, PY23, PY24, and PY25 and allocated for new construction, rehab, and rental assistance. Prior year resources may be available for year-two 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.

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: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	201,479.00	0.00	0.00	201,479.00	572,057.00	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.
RUSH - ESG Disaster Relief Grant	public - federal	Admin and Planning Overnight shelter Rapid re-housing (rental assistance)	0.00	0.00	0.00	0.00	0.00	

Table 5 - 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

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 FY2026-2027 Annual Action Plan, which will 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.

Discussion

It is to be noted that the county was approved for two disbursements of Rapid Unsheltered Survivor Housing (RUSH) funds during FY2025, but funds are not guaranteed to be available for future funding years. These funds are for disaster-struck communities and specifically designed to help people experiencing homelessness or at risk of homelessness.

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 Units	2025	2029	Affordable Housing	Countywide	Affordable Housing	HOME: $445,000.00	Homeowner Housing Added: 4 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit
2	Support Housing Affordability	2025	2029	Affordable Housing	Countywide	Affordable Housing	CDBG: $87,000.00 HOME: $200,000.00	Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted
3	Stabilize Low Income Populations	2025	2029	Non-Housing Community Development	Countywide	Public Services	CDBG: $341,500.00	Public service activities other than Low/Moderate Income Housing Benefit: 2100 Persons Assisted
4	Improve Public Facilities and Infrastructure	2025	2029	Non-Housing Community Development	Countywide	Neighborhood Revitalization	CDBG: $1,392,849.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 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: $186,369.00	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Homeless Person Overnight Shelter: 120 Persons Assisted
6	Planning and Administration	2025	2029	Planning and Administration	Countywide	Planning and Administration	CDBG: $445,337.00 HOME: $89,483.00 ESG: $15,110.00	Other: 0 Other

Table 6 – 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 HOME funds will be allocated to provide assistance to individual households to help them afford the housing costs of market-rate units. CDBG funds will provide administrative assistance (program delivery) to the TBRA program and program related costs accrued by staff.
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.

Projects

AP-35 Projects – 91.220(d)

Introduction

The county will undertake various projects during FY 2026 that are 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 FY 2026, Seminole County will fund a total of ten (10) 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	CDBG Planning and Administration
2	CDBG Program Delivery
3	TBRA Program Delivery
4	CDBG Public Services
5	CDBG Public Facility and Infrastructure Improvements
6	HOME Planning and Administration
7	HOME: New Construction/Rehabilitation - Homeowner
8	CHDO Set Aside
9	Tenant Based Rental Assistance
10	ESG26 ESG Seminole County

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Planning and Administration
	Target Area	Countywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $455,377.00
	Description	Management and operation of tasks related to administering and carrying out the countyâ¿¿s HUD CDBG program, maintaining compliance with federal regulations, and preparing regulatory documents. Matrix Code 21A HUD Citation 24 CFR Part 92
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Countywide
	Planned Activities	Program Administration.
2	**Project Name**	CDBG Program Delivery
	Target Area	Countywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $80,000.00
	Description	Project delivery costs that support the completion of eligible and required tasks for CDBG activities. Matrix Code 21A HUD Citation 24 CFR Part 92
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Countywide
	Planned Activities	Program delivery in support of eligible activities administered by staff managing the CDBG grant.

3	**Project Name**	TBRA Program Delivery
	Target Area	Countywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $87,000.00
	Description	CDBG funds will provide administrative assistance (program delivery) to the TBRA program and program related costs accrued by staff. . Matrix Code 21A HUD Citation 24 CFR Part 92
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The project accomplishments are in support of the HOME TBRA project and will be reported under that project.
	Location Description	Countywide
	Planned Activities	Program delivery in support of the HOME TBRA Program that is administered by the Seminole County Housing Authority.
4	**Project Name**	CDBG Public Services
	Target Area	Countywide
	Goals Supported	Stabilize Low Income Populations
	Needs Addressed	Public Services
	Funding	CDBG: $341,500.00
	Description	Funds will be provided, with a maximum 15% limitation, to entities that provide direct services to meet the needs of Low-Mod income families. If insufficient number of applications are received during FY26-27 or unspent funds from activities within this project, funds may be reprogrammed to other projects without amending this Annual Plan. In addition to the FY26-27 funds listed below, any project may receive additional funds available from uncommitted prior year funding or unanticipated program income. National Objective(s): LMC/LMA; Eligibility Citation: 570.201(e); Objective: Suitable Living Environment
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit up to 500 extremely low, low, and moderate income persons.
	Location Description	Countywide
	Planned Activities	Services for LMI, seniors, youth, homeless, and individuals with disabilities, which include: Seminole County Dental Program – Provide funding assistance with dental procedures for households that meet the low-mod income guidelines and who are under insured or not insured. **Matrix Code 05M** Senior's First – Provide community care for the elderly, which includes assistance with activities of daily living, companionship, and personal services. **Matrix Code 05A** HOPE Helps Food Pantry – Provide low-mod households with necessary food and commodities **Matrix Code 05W** Kids House – Provide services to victimized children, such as therapy sessions and trauma education groups. **Matrix Code 05N** Aspire Health Partners – Provide a range of services to children and adults in need of mental health services and treatment and are under or not insured. **Matrix Code 05O** SALT Outreach – Provide mobile street outreach services to low-mod individuals, including showers, food, clothing, etc. **Matrix Code 05M**
5	**Project Name**	CDBG Public Facility and Infrastructure Improvements
	Target Area	Countywide
	Goals Supported	Improve Public Facilities and Infrastructure
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: $1,312,849.00
	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, and the listed Eligibility Citation(s): 570.201(a)(c)(d)(i).

	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 2,000 extremely low, low, and moderate income persons.
	Location Description	Countywide
	Planned Activities	**Target Area Community Enhancement Program** - Funding can be used for community activities that enhance community appearance, neighborhood health and safety, address neighborhood deficiencies, promote a social interaction and a greater sense of community. This can include but is not limited to community outreach, community events, community facility improvements, rehabilitation of a public facility, roads, sidewalks, parks, recreation facilities, community centers, street lights, storm water/drainage improvements. **Matrix Code 03F, 03I, 03K, and 03E** **Homeowner Rehabilitation and/or demolition/reconstruction** - Funding for the rehabilitation and/or demolition and reconstruction of an existing dwelling that is owned by an income eligible household. **Matrix Code 14A**
6	**Project Name**	HOME Planning and Administration
	Target Area	Countywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: $89,482.00
	Description	Management and operation of tasks related to administering and carrying out the county HOME program, maintaining compliance with federal regulations, and preparing regulatory documents. Matrix Code 21A
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Countywide

	Planned Activities	Program administration.
7	**Project Name**	HOME: New Construction/Rehabilitation - Homeowner
	Target Area	Countywide
	Goals Supported	Create or Preserve Affordable Units
	Needs Addressed	Affordable Housing
	Funding	HOME: $445,000.00
	Description	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. If insufficient number of applications are received during FY26-27, funds may be reprogrammed to other projects without amending this Annual Plan. In addition to the FY26-27 funds listed below, any project may receive additional funds available from uncommitted prior year funding or unanticipated program income. HOME Objective: Decent Housing; Eligibility Citation(s): 92.205(a)(1) All activities funded through this program/project will fall under the above identified objectives and citations.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit up to 5 low-income households.
	Location Description	Countywide
	Planned Activities	Habitat for Humanity - Construction of new affordable single-family dwelling units, including but not limited to site work, utility/infrastructure installation, construction of single-family dwelling units or multi-family dwelling units, and other costs associated with site development/unit construction. Central Florida Home for Good – Rehabilitation of existing affordable housing development, construction of new affordable housing dwelling unit(s). Housing Construction/Rehabilitation Program - Production of new, affordable units for home purchase by income eligible, first-time homebuyers or low income renters.

8	**Project Name**	CHDO Set Aside
	Target Area	Countywide
	Goals Supported	Create or Preserve Affordable Units
	Needs Addressed	Affordable Housing
	Funding	HOME: $134,225.00
	Description	Support the provision of decent housing by increasing the availability/accessibility of affordable housing. A minimum set aside of 15% of the county HOME allocation will be available to an approved CHDO for the construction or rehabilitation of single-family dwelling or multi-family affordable housing units for sale to income eligible first-time homebuyers or renters.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit up to 1 low-income household.
	Location Description	Countywide
	Planned Activities	Construction or rehabilitation of single-family dwelling or multi-family affordable housing units for sale to income eligible first-time homebuyers or renters.
9	**Project Name**	Tenant Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Support Housing Affordability
	Needs Addressed	Affordable Housing
	Funding	HOME: $200,000.00
	Description	The HOME funds will be allocated to provide assistance to individual households to help them afford the housing costs of market-rate units. HOME HUD Citation: 24 CFR 92.209 HOME Objective: Decent Housing
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit up to 25 extremely low, low, and moderate income households.
	Location Description	Countywide
	Planned Activities	Seminole County Housing Authority - Determine monthly TBRA subsidy amount for income eligible households, adhere to HOME regulations as they pertain to the TBRA program. Tenant Based Rental Assistance Program - Provide rental assistance and/or security deposit assistance for income eligible households that meet the HOME program requirements, including but not limited to initial and annual HQS inspections and income eligibility/recertifications.
10	**Project Name**	ESG26 ESG Seminole County
	Target Area	Countywide
	Goals Supported	Support Housing Affordability Stabilize Low Income Populations Enhance Homeless Response Planning and Administration
	Needs Addressed	Affordable Housing Public Services Ending Homelessness Planning and Administration
	Funding	HOME: $200,000.00 ESG: $201,479.00
	Description	ESG funds will be used to support sheltering in the form of bridge housing, an in-house program administered by the County and a non-profit with eligible Street Outreach activities.The County will administer an in-house Rapid Re-Housing Program.Administrative expenses will be used to support the administration of the grant.Funding will be allocated to support the operation and maintenance of the HMIS data for homeless programs. HUD Citation is 24 CFR Part 576.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit up to 120 people through shelter operations, rapid re-housing and street outreach that are experiencing homelessness or at-risk of becoming homeless.
	Location Description	Countywide
	Planned Activities	Shelter Operations (bridge housing): $30,000 Rapid Re-Housing: $124,369 HMIS Support: $17,000 Planning and Administration: $15,110

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 8 - 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 are 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.

Discussion

The county's investment strategy prioritizes geographic areas where needs are greatest, resources can be leveraged, and activities will have the most significant impact on community. This approach aligns with the priorities outlined in the Consolidated Plan and aims to direct funding to low- and moderate-income neighborhoods with concentrations of housing cost burden, aging infrastructure, and limited access to community amenities.

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 FY2026, the county will utilize CDBG, HOME, and ESG in support of affordable housing activities through housing rehabilitation (1 HH), new construction (4 HH), tenant-based rental assistance (25 HH), and rapid re-housing (10 HH). Proposed goals for the number of households to be supported in FY2026 through affordable housing activities are provided below.

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	30
Special-Needs	0
Total	40

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	35
The Production of New Units	4
Rehab of Existing Units	1
Acquisition of Existing Units	0
Total	40

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

During the program year, the county will prioritize expanding and preserving affordable housing opportunities for low- and moderate-income households. Efforts will focus on assisting both renters and homeowners through activities such as housing rehabilitation, rental assistance, and the development of new affordable units. The plan emphasizes serving extremely low-, low-, and moderate-income households. Funding from CDBG, HOME, ESG, and other federal and local resources will be leveraged to achieve these outcomes, while partnerships with nonprofit housing providers, developers, and community organizations will help maximize impact.

Seminole County anticipates using HOME funds to produce up to **4** new homeownership affordable

housing units, assist in the rehabilitation of one**(1)** unit and they will be targeted at low-moderate income persons and families, including special needs population.

The ESG Rapid Rehousing activity will assist up to **10** homeless households to reduce homelessness and provide the households with affordable housing.

The Tenant Based Rental Assistance (TBRA) program through HOME will provide subsidized rental assistance for up to **25** families annually. There will be up to **30** non-homeless households assisted with affordable housing (25 tbra, 1 chdo, 4 habitat) and of the **35** persons receiving rental assistance, up to 10 will be from the RRH program and the balance from the TBRA program.

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 continued support of 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 2026 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 2025-20275 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 $145,000 for very-low income applicants, for emergency repair is $20,000, and for owner-occupied

rehab/reconstruction is $150,000 for rehabilitation and $250,000 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 $5,000 for tenant-based rental assistance, $7,500 for security/utility deposits, and $20,000 for rapid-rehousing assistance.

Discussion:

The county continues to face a range of barriers that may limit the production, preservation, and accessibility of affordable housing, but also continues initiatives to improve affordability for residents. Rising land and construction costs, coupled with inflationary pressures on building materials and labor, have significantly increased development expenses and also make it difficult for affordable housing projects to be financially feasible without substantial subsidy.

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 FY 2026 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 completed 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 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 and public hearings, 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 ensures 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, and planning oversight 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 FY2026. 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 2025–2029 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 2024, 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 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.

Discussion:

The county will take coordinated actions to address underserved needs, reduce barriers to affordable housing, overcome obstacles to meeting underserved needs, reduce poverty, and enhance institutional structure and coordination among stakeholders. Efforts will focus on leveraging federal, state, and local resources to address housing affordability, preserve existing housing stock, and improve access to supportive services. The county will strengthen partnerships with nonprofit organizations, service providers, and regional agencies to ensure an efficient delivery system for housing and community development programs. Capacity building and technical assistance will be provided to partners to improve program performance. Additionally, the county will encourage collaboration between public and private sectors to expand economic opportunities, promote fair housing choice, and integrate housing initiatives with transportation and infrastructure planning.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section outlines the specific program requirements for the federal funding sources administered by Seminole County, including the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG). It details how funds will be used in compliance with each program's statutory and regulatory requirements, the planned uses of program income, and other targeted objectives that ensure the effective and efficient delivery of resources to address identified community needs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   In addition to the eligible activities specified under 24 CFR 92.205, the county leverages a variety of complementary funding sources and investment strategies to enhance program impact. These may include state and local housing trust funds, private equity contributions, tax-exempt bond financing, Low-Income Housing Tax Credits (LIHTC), in-kind contributions from nonprofit partners, foundation grants, and developer-provided infrastructure improvements. Such investments are coordinated to maximize resources, reduce financing gaps, and accelerate project delivery while maintaining compliance with all applicable federal, state, and local requirements.

   Primary investments being used beyond those identified in Section 92.205 include:

- State Housing Initiatives Partnership (SHIP) Grant
- Tenant-Based Rental Assistance (TBRA) Prior Year Funding – Requires tenant contribution

   While Seminole County's HOME TBRA tenants may have a portion of the rent they must pay on their own, Seminole County does not have any specific HUD approved investments beyond those identified in 24 CFR 92.205. The tenant based rental assistance program falls within the auspices of 92.205 and are not additional investments.

   Further, the County will use the HOME Affordable Homeownership limits that are set forth by HUD when providing purchase assistance to first-time homebuyers with HOME funds. If funds through the HOME program are allocated for purchase assistance and/or homeowner’s request for rehabilitation of primary residence, the County will advertise the opening of the waiting list for the respectable activity. The number of applicants accepted will be based on the amount of funds available and this will be provided in the advertisement. The County will use an online application software system but will also provide in-person assistance in the one-stop shop on-site. This will allow applicants to still apply online with help by staff. Once the online application portal is closed, applicants will be placed on the waiting list based on the time/date the application was received and names will be pulled for income qualifying as the funding becomes available. If the applicant is income qualified, then funds are encumbered to assist them in the activity, or they will receive a written notice that their application has been denied if they were not income eligible.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   If the property or any interest is sold, transferred, or refinanced during the affordability term without notice to consent by the County, then the County may require immediate payment in full of

all sums due under the recorded instrument minus any amount of the Note which may have been forgiven

In the event of death of the homeowner prior to the forgiveness date or final payment due date, full repayment of the outstanding principal balance is due, unless the property is assumed by a surviving household member, heir, or beneficiary, who must meet the current income qualifications applicable to the program and maintain the home as their primary residence and homestead. If the property is being assumed, then the Community Development will send out an application to qualify the applicant. Any such assumption is subject to approval by the County.

During the term of the loan, full repayment of the outstanding principal balance is due upon default. The terms of default include:

- If the mortgagor no longer resides in the home as the primary residence
- Loss of homestead exemption
- Loss of homeowner's insurance and/or flood insurance (if located within a designated flood zone)
- If any part of the property or any interest in it is sold or refinanced (procurement of new, additional, financing), transferred, gifted, or possession is otherwise conveyed to another person, without prior County approval and consistent with County policies, whether by voluntary act, involuntary, by operation of law or otherwise. (A subordination of mortgage for the purpose of refinancing is subject to current subordination policies).
- If the mortgagor is divested of title by judicial sale, levy, or other proceedings
- If foreclosure is instituted against the property
- If the property is leased, subleased, or rented

In the event of foreclosure, or other involuntary loss of title or possession of home by the homeowner, repayment will be required, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

Refer to the attached HOME Resale and Recapture Guidelines for the full policy.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

To ensure the long-term affordability of units acquired with HOME funds, the county implements strict income qualification requirements and enforces affordability terms through written policy. All applicants must be income-eligible at or below the applicable HOME income limits at the time of purchase or initial occupancy, verified through third-party documentation. The county's written policy establishes clear affordability periods based on the level of HOME investment per unit, as outlined in 24 CFR 92.252 and 92.254, and requires ongoing compliance monitoring throughout the affordability term. The County has established a longer affordability period than the minimum

period required by HUD. This policy includes provisions for resale or recapture, as applicable, to ensure that if the property is sold or transferred before the end of the affordability period, it will remain affordable to other income-qualified households or the HOME funds will be recaptured and reinvested in other eligible housing activities, thereby preserving the program's long-term impact.

Please refer to attached resale and recapture guidelines and HOME Policy guidelines.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   Not applicable. Seminole County has no plans to use HOME funds to refinance existing debt secured by multifamily housing rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Pursuant to 24 CFR 92.209(c)(2)(i), the county has provided a preference for disabled and/or elderly and TBRA funds will be used to assist these households. The TBRA program is administered by the local Seminole County Housing Authority and it maintains the waiting list for any potential TBRA clients.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Seminole County has provided a preference for disabled elderly households. HOME funds will provide tenant-based rental assistance for persons who are elderly and disabled who are in extremely low and low-income households. This preference is needed to narrow the gap in benefits for this group as it will prevent homelessness and allow them to be stably housed and continue living independently in place.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   When applications are taken, the applicants are placed on the waiting list based on the time/day of receipt of the application. Within the application, there is an opportunity for the applicant to self-declare that he/she meets the disability preference and a place to provide date of birth to establish

if he/she meets the definition of elderly. When the applicant is pulled off the waiting list for income qualification, it is then that the SCHA will ask for proof of preference(s). If the applicant does not meet the preferences for TBRA, they will not be immediately eligible for the program but will remain on the waiting list based on their original time/day. This will provide them the opportunity to possibly qualify for the program when their name is pulled again. When the waiting list is opened, it is advertised on the SCHA website and through the local newspaper, and it explains that applications are taken through an online website portal, however, SCHA will offer paper application as a reasonable accommodation for a person with disabilities.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   Please refer to attached Emergency Solutions Grant (ESG) Internal Policy.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   Per the COC FL-507 (Homeless Services Network) website, the Coordinated Entry System (CES) is a person-centered process that through a data driven process streamlines access to the most appropriate housing intervention for each individual or family experiencing homelessness. The system ensures all homeless individuals are known by name, increases seamless connections between agencies, prioritizes clients based upon greatest need allowing for more efficient use of community resources, includes Hubs (pop-up sites) and Diversion practices, and incorporates special processes for Victims of Crime (Domestic Violence & Human Trafficking)

   Seminole County accepts referrals through the Coordinated Entry System managed by the Homeless Services Network (HSN). Referrals are accepted for ESG Rapid Re-Housing (RRH) Programs as well as Shelter Plus Care and other Permanent Supportive Housing (PSH) programs; there is no other way to enter those programs than direct referral from CES. This is also included in our written standards and workflow.

   Additionally, the COC-FL507 (HSN) tracks system performance measures (SPMs) through an online dashboard and our programs use those SPMs to determine evaluate program effectiveness. The SPMs that are currently tracked are Length of Time Homeless, Returns to Homelessness, Number of Persons Homeless, Employment and Income Growth, First Time Homeless, and Permanent Housing Placement. These measures are compared against the previous year's performance to show how our community is improving and/or where we need to focus more on our efforts to end homelessness.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   Seminole County publishes a Notice of Funding Availability (NOFA) each year to solicit the submission of proposals under the County's entitlement programs CDBG, HOME, and ESG. Proposals are accepted for CDBG-Public Facility, Public Services, as well as HOME construction projects, and ESG shelter operations and rapid re-housing activities. Proposals are reviewed and scored by a Grant Review Team which makes recommendations to the Community Services Director and County Manager. The recommendations are also made available for Public Comment and then to the Board of County Commissioners for approval.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   While completing the 2025-2029 Consolidated Plan, the Continuum of Care and homeless service providers were contacted, in addition to anyone in the public, and asked to participate in the Public Hearings and in the Community Needs Survey, at the meeting homeless issues were specifically discussed. In addition, the Point-In-Time Survey is available for review and referenced to assist in considering policies and funding decisions. The Citizen Participation Plan is followed when making funding decisions. All funding recommendations are provided for public comments. Public hearings are held to solicit feedback on the county’s performance in November/December each year and are held to solicit recommendations for funding in April or May of each year. Homeless service providers are contacted and asked to participate in the public hearings to solicit feedback regarding the homeless and formerly homeless individuals.

   Seminole County's Board of County Commissioners is made up of elected officials and does not have a homeless or formerly homeless individual serving in that capacity. Seminole County partners with the Homeless Services Network (HSN), the lead agency in the Continuum of Care. HSN has membership that represents the Homeless and formerly homeless populations. Seminole County also participates in CoC meetings for feedback.

5. Describe performance standards for evaluating ESG.

   Please refer to attached Emergency Solutions Grant (ESG) Internal Policy.

Not Applicable

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

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

_____

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

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

_____

Title

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

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

Chairman

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
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.



Housing Access Plan

A Commitment to Fair Housing

What's Inside:

Community Profile
Housing Access Analysis
Fair Housing Strategic Plan

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Prepared by: Florida Housing Coalition

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I. EXECUTIVE SUMMARY

Introduction

As a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD) Seminole County is obligated to certify that it will Affirmatively Furthering Fair Housing (AFFH). This requirement under the Fair Housing Act (FHA) mandates local and federal entities to take proactive steps to overcome segregation, address housing disparities, and create inclusive communities with equal housing opportunities for all, regardless of race, color, religion, sex, disability, or national origin.

To satisfy the certification requirement, and in pursuit of housing choice and affirmative enforcement of the FHA, Seminole County has committed to supporting universal housing access by developing a Housing Access Plan. The Housing Access Plan establishes a framework to ensure that housing opportunities within the community are accessible, inclusive, and free from discrimination. Guided by the principles of the Fair Housing Act and related federal, state, and local laws, this plan outlines strategies to promote universal access to housing, address barriers to opportunity, and support stable, sustainable neighborhoods for all residents.

This plan is informed by an analysis of local housing conditions, demographic trends, market dynamics, and stakeholder input. It identifies key challenges affecting housing choice and outlines practical actions to expand housing options, improve access to information and resources, and strengthen coordination among public agencies, housing providers, and community partners.

Through implementation of this plan, Seminole County affirms its commitment to fair housing compliance, proactive planning, and data-driven decision-making. The strategies outlined herein are designed to support long-term housing stability, encourage inclusive growth, and ensure that all residents have meaningful access to safe, decent, and affordable housing.

Purpose

Universal access to housing is fundamental to the health, livelihood, and success of residents, and is an important component of the long-term sustainability of communities across the country. Strong enforcement and affirmative outreach on fair housing law and policy strengthen the pursuit of personal, educational, and employment goals at the individual level and support equitable access to opportunities in the community. In recognition of equal housing access as an essential right, the federal government, the State of Florida, and Seminole County have all established fair housing choice as a right protected by law.

This plan analyzes impediments to fair housing choice, including any actions, omissions, or decisions taken because of a resident or household's protected class under the FHA or any other arbitrary factor that restricts housing choices or the availability of housing choices. This plan also analyzes conditions in the private market and public sector that may limit the range of housing

choices or impede a person's access to housing. While this report assesses the nature and extent of housing discrimination, the focus is on identifying impediments that may prevent equal housing access and limit access to opportunity and will provide solutions that create or expand resources that mitigate or remove barriers to fair housing choice.

Pursuant to HUD regulation 24CFR91.225(a), to receive entitlement funds, each entitlement jurisdiction must certify that it will Affirmatively Further Fair Housing (AFFH). HUD interprets certifying elements to include a general commitment that grantees will take active steps to promote fair housing, including taking any action during the relevant period rationally related to promoting fair housing, such as helping eliminate housing discrimination.

Methodology

The asset mapping methodology was implemented for the preparation of this plan which included identifying strengths and weaknesses in fair housing practices and recommending courses of action to improve upon gaps identified in the study. The analysis provides a review of background data on the jurisdiction including demographics, patterns of settlement and residential opportunity, existence of concentrated areas of poverty and minoritized populations, universal access to affordable housing, homeownership, economic opportunities, and community assets, and local and state policies and practices influencing access to housing choice.

This Housing Access Plan was informed by the *Fair Housing Planning Guide, Volume 1* and relevant *Housing Equity Plan criteria*, which were used as guiding reference frameworks throughout the planning process. These resources helped shape the organization of the Plan, the identification and framing of fair housing issues, and the development of goals, strategies, and actions intended to promote fair housing choice. Quantitative data, qualitative input, and stakeholder perspectives were considered alongside this guidance to support a data-informed and locally responsive approach. The guidance was applied flexibly and adapted to local conditions, priorities, and implementation capacity, and was used to reflect recognized fair housing planning best practices.

Community Participation

The county solicited input from the public and stakeholders to identify impediments to fair housing. Efforts were made to hear from residents, service providers, housing and homeless partners, and regional organizations on fair housing issues and goals. A hybrid approach to consultation was taken by conducting both on-site and virtual engagement. Community engagement for the Housing Access Plan was conducted from February 2025 through August 2025. During this time, the county launched a project specific website offering multiple engagement features, hosted three public meetings (virtual and in-person), and consulted with various housing partners and stakeholders on the housing needs of residents.

Throughout the development of the Housing Access Plan, Seminole County complied with all applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for underserved and minoritized populations, including individuals with disabilities and limited English proficient (LEP) residents. To support inclusion and provide meaningful access to participation, all printed materials and digital platforms used to solicit input were formatted for accessibility and county staff were available to receive and comply with any requests for accommodation or translation services.

Community Meetings

During March 2025, county staff presented on fair housing and the Housing Access Plan at three (3) public meetings and one (1) stakeholder listening session to solicit input. Engagement meetings were held to provide forums for residents and stakeholders to contribute to the identification of barriers to fair housing choice.

Meeting dates, times, and locations are listed below. Residents, housing and homeless partners, service providers and other interested parties had the opportunity to participate in person or virtually. These meetings were advertised on the county's official website and social media outlets and by email distribution to stakeholders. Notes were taken of the public comments at all meetings and comments received were considered and incorporated into this analysis. Engagement events included:

Public Meetings	
Date/Time	Place
March 12, 2025 5:30 – 7:00 PM	520 W. Lake Mary Blvd. Sanford, Fl 32773
March 25, 2025 10:00 – 11:30 AM	Online via Zoom Meeting https://us02web.zoom.us/j/82172354996
March 27, 2025 2:00 – 3:30 PM	Online via Zoom Meeting https://us02web.zoom.us/j/82069598543

May 20, 2025 10:00 – 11:00 AM	Online via Zoom Meeting https://us02web.zoom.us/j/89643778812

FHC Connect

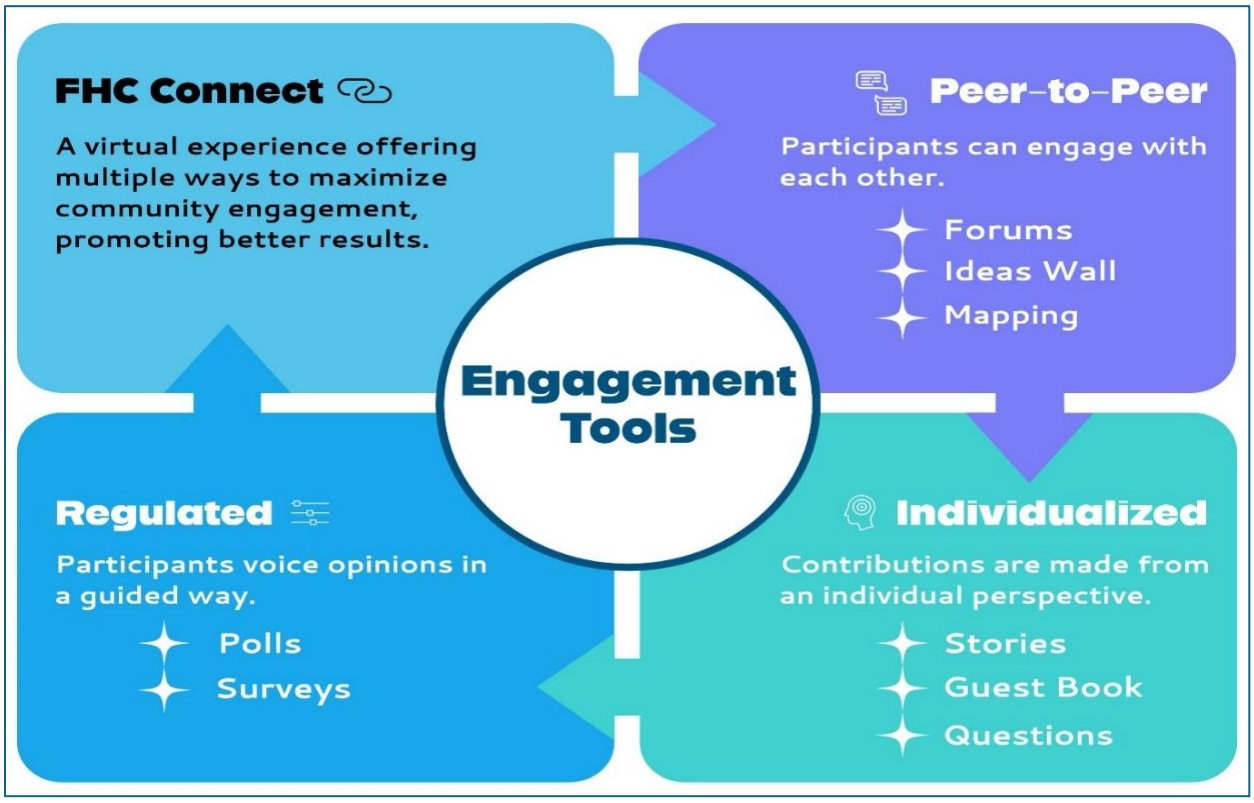
Traditional methods of outreach often unintentionally exclude underserved populations, particularly protected class members under the Fair Housing Act. The county recognizes this and modernizes its planning process with the intention of eliminating barriers to participation. While the county complied 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 utilized current technology to meet the increasing demand for a virtual presence. The way we engage has changed 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 allowed residents, housing and homeless partners, and other stakeholders to engage in a variety of ways through a webpage dedicated to the county's Housing Access Plan, including through a fair housing survey and poll, a guestbook, and private questions feature.

The fair housing survey included in FHC Connect was designed to collect input from a broad spectrum of the community and receive responses from residents and stakeholders across the study area. The survey consisted of 20 distinct questions, allowing a mixture of both multiple choice and open-ended responses.

The virtual 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. The public and stakeholders were invited to participate virtually via the FHC Connect platform, which offered multiple ways to engage and provide input. The project-specific site garnered participation from residents, service providers, housing and homeless partners, and stakeholders from various sectors of the community.

Available features of FHC Connect included:



Summary of Barriers to Housing Access

Key barriers to housing access were identified through a comprehensive and data-informed process. Multiple quantitative and qualitative factors were analyzed, including housing market conditions, affordability indicators, demographic trends, and service utilization patterns. In addition to this data analysis, robust community engagement efforts were conducted to ensure that the findings reflect lived experiences. Input was gathered through stakeholder interviews, surveys, and outreach with residents, service providers, housing advocates, and other community partners. Together, these efforts provide a well-rounded understanding of the challenges facing households and inform the findings outlined below.

1. Affordability & Cost Burden
   - High housing costs relative to income
   - Severe cost burden among low- and extremely low-income households
   - Disproportionate impacts on minoritized populations, seniors, and individuals with disabilities
   - Limited availability of affordable units

2. Limited Housing Supply & Type Mismatch

- Dominance of single-family housing
- Shortage of "missing middle" housing (duplexes, triplexes, etc.)
- Lack of small units and large family-sized units
- Limited accessible housing stock

3. Concentrated Areas of Poverty & Minoritized Populations

- Moderate segregation patterns of minoritized populations
- Presence of racially/ethnically concentrated area of poverty (R/ECAPs)
- Unequal access to high-opportunity neighborhoods

4. Lending & Homeownership Disparities

- Higher mortgage denial rates for minoritized applicants
- Barriers to credit access and financing
- Lower homeownership rates among protected classes

5. Barriers for Families with Children

- Limited availability of family-sized housing
- Affordability constraints impacting families

6. Barriers for Individuals with Disabilities

- Lack of accessible and affordable housing
- High cost of home modifications
- Transportation and service access challenges

7. Language Access & Limited English Proficiency Barriers

- Limited English proficiency affecting access to housing
- Lack of translated materials and interpretation services
- Difficulty understanding housing rights and processes

8. Immigrant & Foreign-Born Barriers

- Limited credit history or documentation
- Language and cultural barriers

9. Voucher & Rental Market Barriers

- Limited landlord participation in voucher programs
- Inspection and leasing delays
- Difficulty accessing high-opportunity areas
- Lack of available rental units

10. Aging Housing Stock & Quality Issues

- Older housing requiring rehabilitation
- Substandard housing conditions in some areas
- Deferred maintenance due to cost burdens

11. Access to Opportunity (Transportation, Jobs, Services)

- Mismatch between housing and employment centers
- Limited transportation options
- Barriers to accessing services such as childcare and healthcare

II. DEMOGRAPHICS

Population

Seminole County has experienced sustained and steady population growth over the past decade and is projected to continue growing through 2050. Between 2010 and 2020, the County's population increased from 422,718 to 470,856, representing approximately 11.4 percent growth over just 10 years. Long-term projections indicate that Seminole County's population will surpass 520,000 by 2030 and continue to increase to nearly 569,000 by 2050. This represents a total increase of more than 146,000 residents between 2010 and 2050, an overall growth of roughly 35 percent.

This steady population growth places increasing pressure on the County's housing market. As more residents compete for a limited housing supply, demand for both rental and ownership housing is expected to intensify. Without a corresponding increase in housing production, particularly affordable housing for low- and moderate-income households, population growth can accelerate rising housing costs, rent burden, and risk of displacement.

Overall, Seminole County's projected population growth emphasizes the importance of proactive housing and economic strategies that align housing supply with livable wages and access to opportunity.

Population Trends and Projections, 2010 to 2050

Geography	2010	2020	2022	2025	2030	2035	2040	2045	2050
Seminole County	422,718	470,856	486,839	497,403	520,198	537,198	549,696	560,093	568,998

Source: Population Projection, Shimberg Center for Housing Studies

Household Composition/Familial Status

Seminole County's household composition reflects a community with diverse housing needs shaped by both family households and a substantial nonfamily population. While married-couple family households remain a major household type, the County also includes a significant share of residents living in nonfamily households, including people living alone, especially older adults. This combination creates demand for a housing market that can support both larger family units and smaller, affordable homes and apartments that meet the needs of single-person households.

A key indicator for housing planning is the presence of children in the household, which signals demand for stable, appropriately sized housing near schools, childcare, healthcare, and employment. Seminole County has a significant share of households with children under 18, and these households are more likely to require two- and three-bedroom units, safe neighborhoods, and predictable housing costs.

At the same time, Seminole County's makeup shows a strong presence of older adults, including households with residents aged 60 and older. This points to a growing need for housing options that support aging in place, including affordable homes with accessibility features, proximity to healthcare services, and housing types that reduce maintenance burdens. Older adults living alone are particularly vulnerable to housing instability when fixed incomes cannot keep pace with rising rents, homeowners' insurance, property taxes, and utility costs. For these residents, the availability of smaller, affordable units and supportive housing services can be the difference between stability and displacement.

The County also has a substantial share of households where the householder lives alone, indicating that many residents lack built-in household support to share housing expenses or assist during emergencies. Single-person households can experience housing cost burden more quickly because housing costs are not spread across multiple incomes. This increases vulnerability to financial shocks and reinforces the need for affordable studios, one-bedroom units, and accessible transportation options that allow residents to remain connected to employment and services.

Seminole County's household structure reflects two parallel realities: the County must support families who need stability and space, while also ensuring that older adults and individuals living alone have access to affordable, appropriately sized housing. Planning requires addressing these needs simultaneously by expanding housing availability across unit sizes and affordability levels, strengthening protections against displacement, and aligning housing strategies with the realities of caregiving, aging, and income vulnerability across household types.

Seminole County Population by Families and Households					
	Total	**Married-couple family household**	**Male householder, no spouse present, family household**	**Female householder, no spouse present, family household**	**Nonfamily household**
HOUSEHOLDS					
Total households	185,396	90,572	9,206	22,769	62,849
Average household size	2.54	3.18	3.10	3.07	1.34
FAMILIES					
Total families	122,547	90,572	9,206	22,769	(X)
Average family size	3.07	3.15	2.67	2.87	(X)
AGE OF OWN CHILDREN					
Households with own children of the householder under 18 years	52,062	37,103	4,992	9,967	(X)
SELECTED HOUSEHOLDS BY TYPE (%)					
Households with one or more people under 18 years	30.7%	42.7%	61.2%	53.4%	0.8%
Households with one or more people 60 years and over	38.9%	39.9%	29.1%	33.6%	40.7%
Households with one or more people 65 year and over	29.2	(X)	(X)	(X)	31.1%
Householder living alone	25.6%	(X)	(X)	(X)	75.6%
65 years and over	9.4%	(X)	(X)	(X)	27.7%

Source: Families and Households, 2023: ACS 5-Year Estimates Table S1101

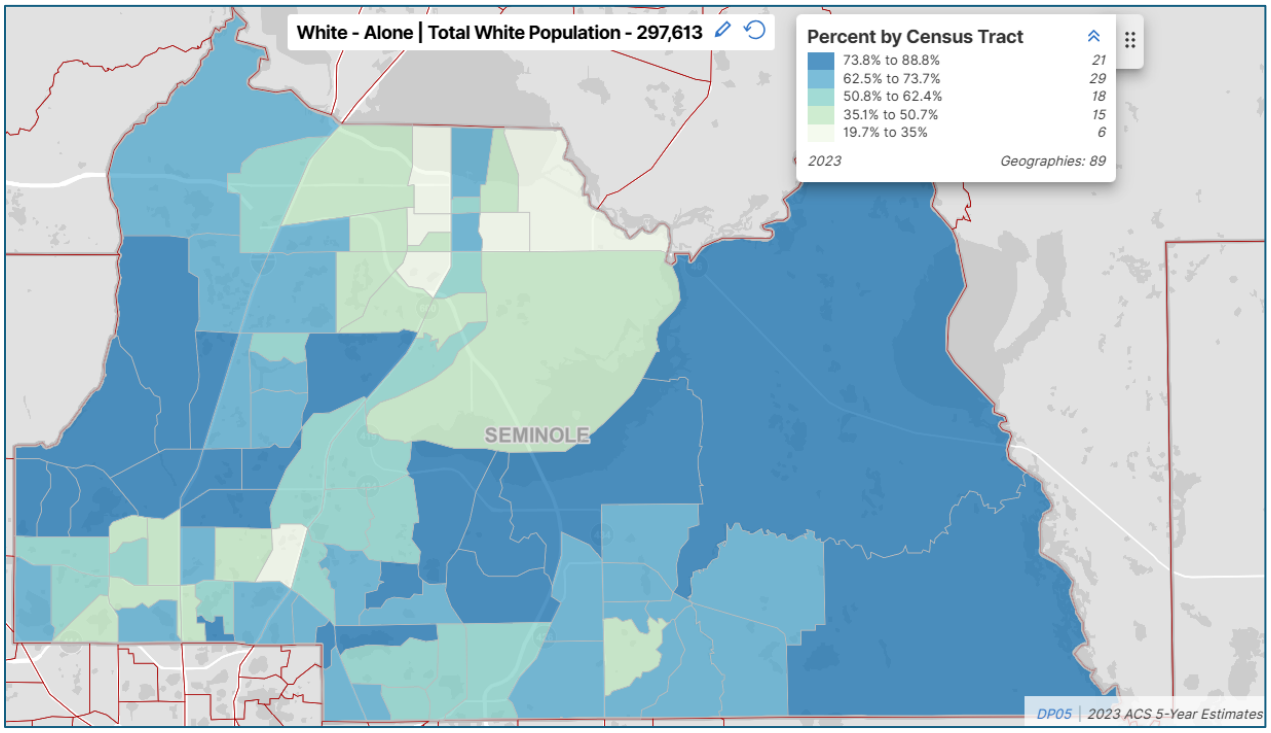
Minoritized Populations

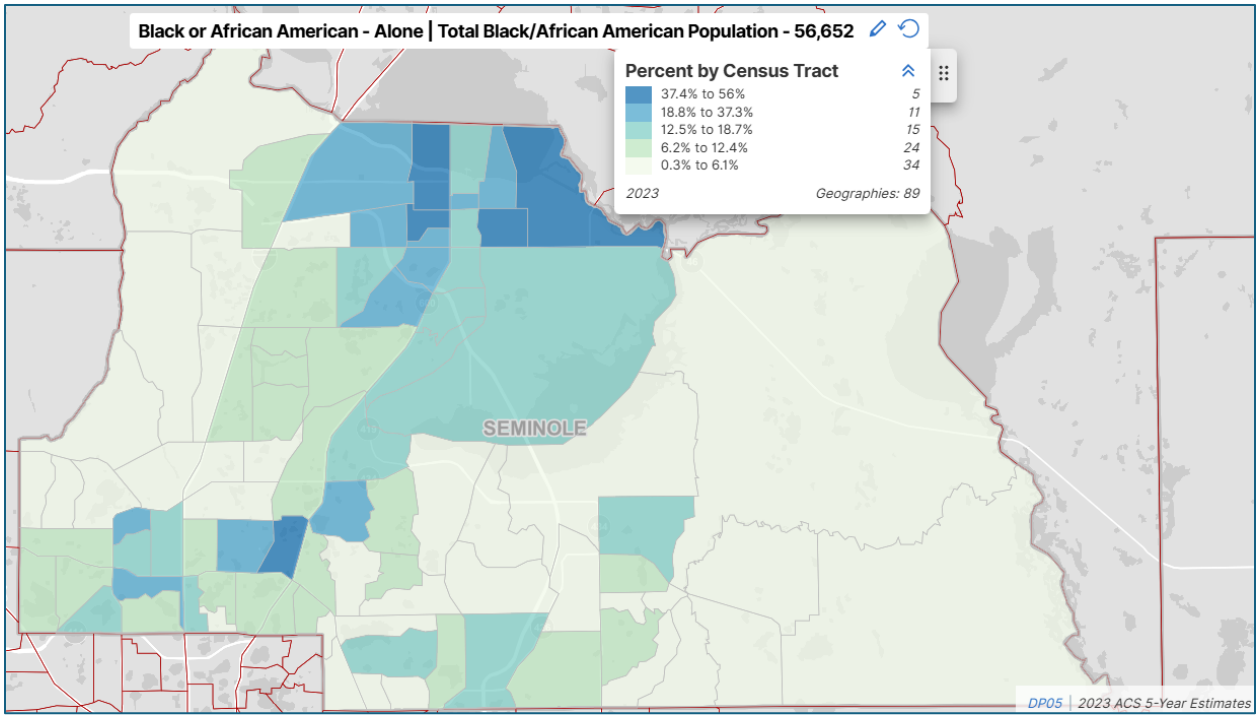
Over the past decade, Seminole County has become significantly more diverse, reflecting broader regional growth patterns. While the County remains majority White, the proportion of residents identifying as White alone declined notably, indicating that population growth in Seminole County is increasingly driven by communities of color and Hispanic/Latino households. This demographic shift has important implications, particularly in how residents experience affordability pressures, neighborhood access, and pathways to homeownership. As the County continues to diversify,

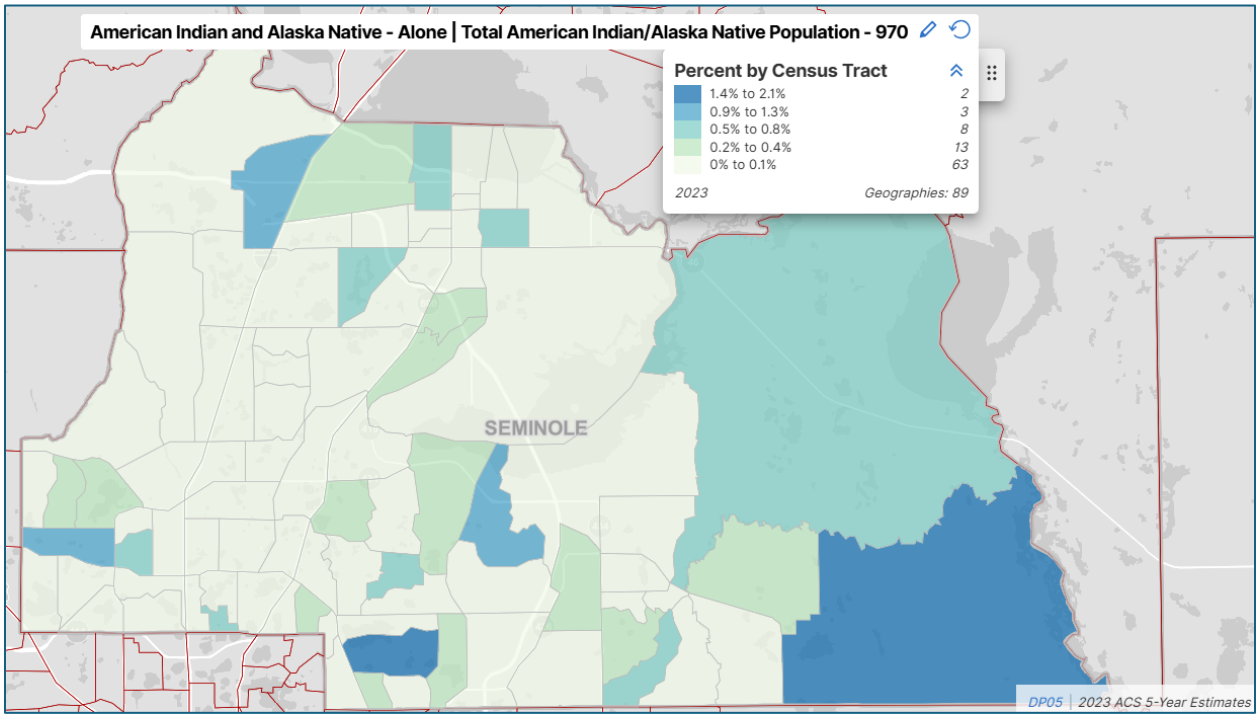
ensuring fair access to affordable housing, mortgage credit, and opportunity-rich neighborhoods will be critical to prevent widening disparities and support long-term stability for all residents.

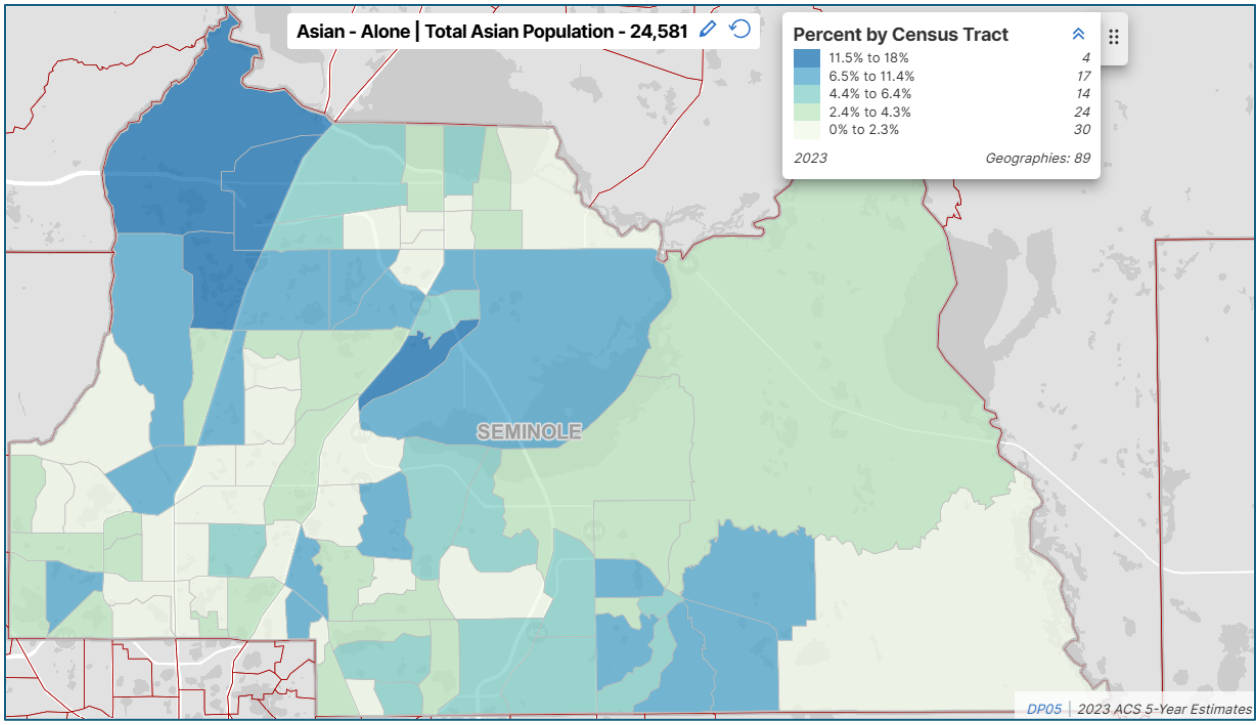
Seminole County Population by Minoritized Populations				
Race	**2013**		**2023**	
	Number	**Percent**	**Number**	**Percent**
Total population	427,184	100%	474,912	100%
One race	415,113	97.2%	408,329	86.0%
White Alone	344,150	80.6%	297,613	62.7%
Black or African American Alone	47,373	11.1%	56,652	11.9%
American Indian and Alaska Native Alone	985	0.2%	970	0.2%
Asian Alone	16,952	4.0%	24,581	5.2%
Native Hawaiian and Other Pacific Islander Alone	320	0.1%	225	0.0%
Two or More Races	12,071	2.8%	66,583	14.0%
Some Other Race Alone	5,333	1.2%	28,288	6.0%
Hispanic or Latino (of any race)	75,876	17.8%	110,154	23.2%

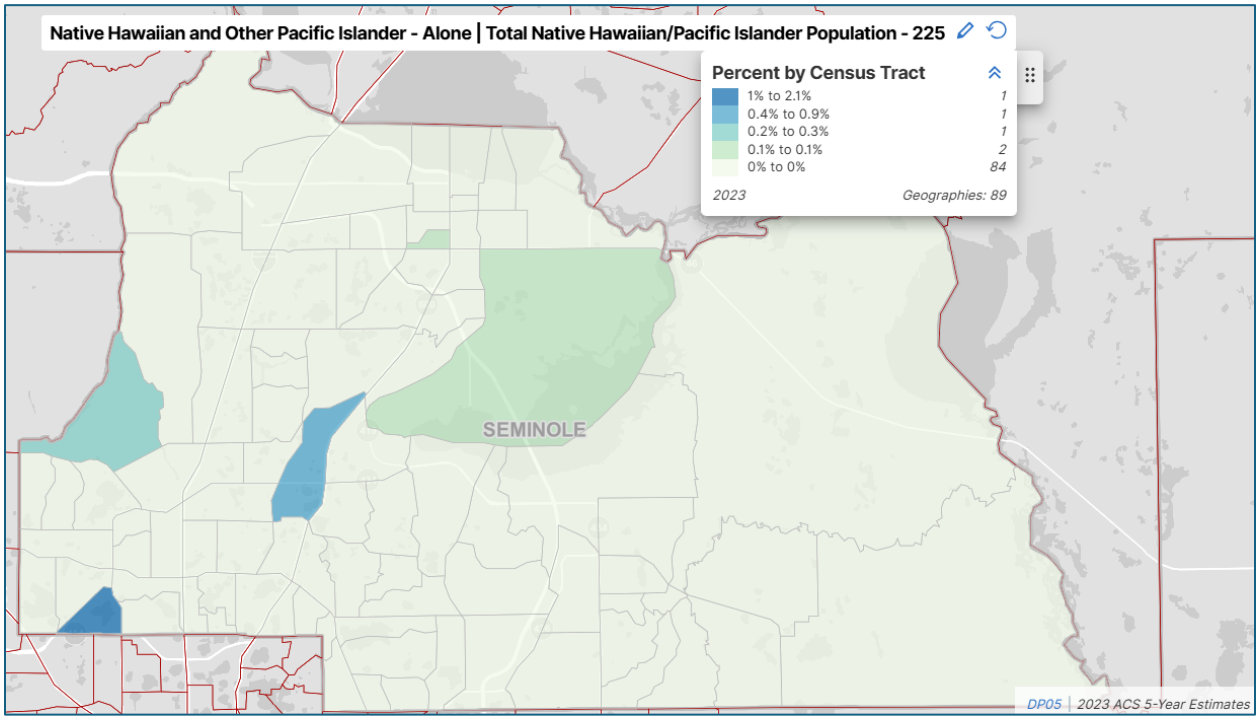
Source: ACS Demographic and Housing Estimates, Table DP05 – 5YR Estimates for 2013 and 2023

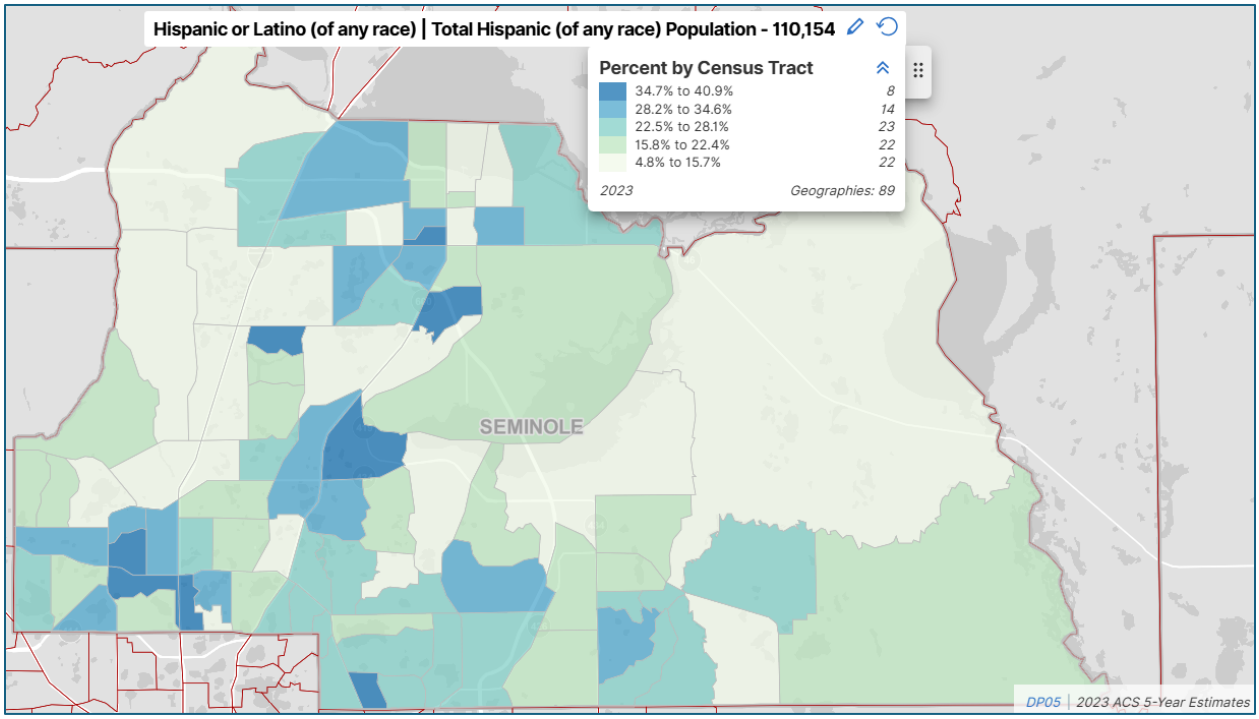



Black or African American - Alone | Total Black/African American Population - 56,652
Percent by Census Tract
37.4% to 56% 5
18.8% to 37.3% 11
12.5% to 18.7% 15
6.2% to 12.4% 24
0.3% to 6.1% 34
2023
Geographies: 89
SEMINOLE
DP05 | 2023 ACS 5-Year Estimates


American Indian and Alaska Native - Alone | Total American Indian/Alaska Native Population - 970
Percent by Census Tract
1.4% to 2.1% 2
0.9% to 1.3% 3
0.5% to 0.8% 8
0.2% to 0.4% 13
0% to 0.1% 63
2023
Geographies: 89
SEMINOLE
DP05 | 2023 ACS 5-Year Estimates


Asian - Alone | Total Asian Population - 24,581
Percent by Census Tract
11.5% to 18% 4
6.5% to 11.4% 17
4.4% to 6.4% 14
2.4% to 4.3% 24
0% to 2.3% 30
2023
Geographies: 89
SEMINOLE
DP05 | 2023 ACS 5-Year Estimates


Native Hawaiian and Other Pacific Islander - Alone | Total Native Hawaiian/Pacific Islander Population - 225
Percent by Census Tract
1% to 2.1% 1
0.4% to 0.9% 1
0.2% to 0.3% 1
0.1% to 0.1% 2
0% to 0% 84
2023
Geographies: 89
SEMINOLE
DP05 | 2023 ACS 5-Year Estimates



Limited English Proficiency

Seminole County's language and English proficiency data show that linguistic diversity is a meaningful and growing factor in housing access. Nearly one-quarter of residents age 5 and older speak a language other than English at home, demonstrating that Seminole County is not only racially and ethnically diverse, but also linguistically diverse. While most residents speak English well, a significant share of multilingual residents have limited English proficiency, creating barriers that can affect housing stability and access to opportunity.

The County's LEP population is not a small or isolated group. More than 32,000 residents age 5 and older speak English less than "very well." This is a concern because language access is directly tied to a household's ability to navigate complex housing systems. Even when affordable units exist, households with limited English proficiency may face obstacles in understanding application requirements, lease terms, tenant rights, complaint processes, and program eligibility. These barriers can increase the likelihood of delayed services, housing denial, or unstable housing outcomes. Advancing housing access will require intentional strategies to remove these barriers and ensure that multilingual households can fully access housing opportunities, protections, and services across the County.

Seminole County, FL - 2023 Limited English Proficiency by Age and Proficiency Level						
	Total #	**Total %**	**# Speak English only or speak English "very well"**	**% Speak English only or speak English "very well"**	**# Speak English less than "very well"**	**% Speak English less than "very well"**
Population 5+ years	451,157	(X)	418,508	92.8%	32,649	7.2%
Speak only English	346,207	76.7%	(X)	(X)	(X)	(X)
Speak a language other than English	104,950	23.3%	72,301%	68.9%	32,649	31.1%
SPEAK A LANGUAGE OTHER THAN ENGLISH						
Spanish	71,626	15.9%	48,904	68.3%	22,722	31.7%
Other Indo-European languages	18,406	4.1%	14,113	76.7%	4,293	23.3%
Asian and Pacific Island languages	11,136	2.5%	6,333	56.9%	4,803	43.1%
Other languages	3,782	0.8%	2,951	78.0%	831	22.0%

Source: Language Spoken at Home, 2023: ACS 5-Year Estimates Table S1601

Seminole County's limited English proficiency trends over the past decade show that language access is an increasingly important housing equity issue, closely tied to population growth and changing immigration patterns. Between 2013 and 2023, the total population age 5 and older increased substantially, and the County experienced notable growth in its foreign-born population. As Seminole County became more diverse, the share of residents speaking a language other than English increased over time, underscoring the need for multilingual access across housing programs and services.

Seminole County, FL Limited English Proficiency By Native or Foreign-Born Status 2013 to 2023 Comparison					
	Total Population	**Native**	**Foreign-Born**	**Foreign-Born Naturalized**	**Foreign-Born Not U.S. Citizen**
2013					
Population estimate, age 5-years and over	404,260	354,065	50,195	29,192	21,003
% Speak English only	81.2%	88.6%	29.0%	32.9%	23.6%
% Speak language other than English	18.8%	11.4%	71.0%	67.1%	76.4%

% Speak English less than "very well"	6.3%	2.6%	31.7%	24.9%	41.2%
2023					
Population estimate, age 5-years and over	451,157	380,209	70,948	43,491	27,457
% Speak English only	76.7%	86.6%	24.2%	26.3%	20.7%
% Speak language other than English	23.3%	13.4%	75.8%	73.7%	79.3%
% Speak English less than "very well"	7.2%	2.6%	31.8%	24.8%	43.1%

Source: Selected Characteristics of the Native and Foreign-Born Populations, 2013 and 2023: ACS 5-Year Estimates Table S0501

Sex and Age

The County's age profile reflects a community that is both growing and aging, with demographic shifts that directly shape housing demand, stability risks, and priorities. Between 2013 and 2023, the County's population increased substantially, with growth across both males and females, and females continued to represent a slightly larger share of the population overall. This relatively balanced sex distribution suggests that housing needs are not driven by a single gender group, but rather by broader household and life-stage dynamics that affect residents across the County.

A key change over the decade is the increase in the adult population (18 years and over), which signals expanding demand for housing across a wide range of household types, including young adults entering the rental market, mid-career workers seeking homeownership, and older adults downsizing or aging in place. As the adult population grows, the housing system must respond not only with more units overall, but with a mix of unit types and affordability levels that align with household incomes and changing circumstances.

The most notable trend is the significant growth in the senior population age 65 and over. This increase indicates that Seminole County is experiencing rapid population growth, with residents likely to face housing challenges related to fixed incomes, accessibility needs, proximity to healthcare, and rising housing costs. This growth elevates the importance of housing strategies that support long-term stability, including affordable senior housing options, home repair and rehabilitation programs, and accessibility modifications that allow older adults to remain safely housed.

Overall, the demographic trends highlight the need to plan for a housing future shaped by an expanding and aging adult population. Ensuring housing stability will require intentional strategies to increase affordability, expand accessible housing options, and strengthen supportive services.

Seminole County, FL Population by Sex and Age 2013 to 2023 Comparison						
	Total Population		18 Years and Over		65 Years and Over	
	Males	Females	Males	Females	Males	Females
2013						
Count	206,864	220,320	158,048	173,322	23,301	30,943
Percent	48.4%	51.6%	47.7%	52.3%	43.0%	57.0%
Total	**427,184**		**331,370**		**54,244**	
2023						
Count	231,116	243,796	181,055	195,452	33,752	43,727
Percent	48.7%	51.3%	48.1%	51.9%	43.6%	56.4%
Total	**474,912**		**376,507**		**77,479**	

Source: Demographics and Housing, 2013 and 2023: ACS 5-Year Estimates Table DP05

Disability

Disability is a key demographic and housing access indicator in Seminole County because it can significantly influence residents' ability to obtain and maintain stable, safe, and affordable housing. The County's 2023 disability data shows that a meaningful share of the population experiences functional difficulties across a range of disability types, highlighting the importance of ensuring that housing options and services are designed to support accessibility, stability, and independence.

The most common disability types in Seminole County are related to mobility and physical functioning. Ambulatory difficulty accounts for the largest share, indicating that many residents may face barriers in housing environments with stairs, narrow entryways, or bathrooms and kitchens that cannot accommodate mobility needs. This shows the continuing need for accessible unit design and home modifications such as no-step entrances, ramps, wider doorways, grab bars, and safer bathroom layouts. Without these features, residents with mobility-related disabilities may be at increased risk of housing instability due to unsafe living conditions, reduced ability to age in place, or the need to relocate when their housing no longer meets their functional needs.

Cognitive difficulty is also one of the more prevalent disability types, which is significant because housing stability depends not only on physical accessibility but also on the ability to navigate complex systems. Residents with cognitive disabilities may face additional barriers in securing and maintaining housing due to challenges in understanding lease requirements, completing housing applications, managing documentation, or responding to notices and deadlines. This reinforces the need for clear, accessible communication; housing counseling; and service coordination to prevent avoidable housing loss.

The County's overall disability profile demonstrates the importance of expanding affordable and accessible housing options, increasing investments in rehabilitation and modification programs, and strengthening partnerships with disability services organizations.

Seminole County Population by Disability Type, 2023		
Disability Type	**#**	**%**
Hearing difficulty	14,051	3.0%
Vision difficulty	9,079	1.9%
Cognitive difficulty	21,880	4.9%
Ambulatory difficulty	26,062	5.8%
Self-care difficulty	8,849	2.0%
Independent living difficulty	17,899	4.8%

Source: Disability Characteristics, 2023: ACS 5-Year Estimates Table S1810

Demographics of Public Housing

The racial demographics of households served through Public Housing and the Housing Choice Voucher Program provide an important indicator of how federally assisted housing resources intersect with housing need and access across Seminole County. Public Housing households appear evenly split between White and Black residents, while Tenant-Based Voucher households show a larger overall footprint and a more diverse racial composition.

This data also reflects the scale and role of the voucher program. Compared to Public Housing, Tenant-Based Vouchers serve many more households, which showcases the County's reliance on the private market to meet the needs of low-income residents. This reliance makes equity outcomes highly dependent on whether landlords accept vouchers, whether units pass inspection, and whether neighborhoods with opportunity, such as those with high-performing schools, employment access, and lower environmental risks, are realistically available to voucher holders.

The racial demographics of assisted housing programs in Seminole County highlight the importance of pairing housing assistance with equity-centered strategies that expand housing choice. This includes reducing voucher discrimination, increasing landlord participation, improving mobility and counseling supports, and ensuring that subsidized households have fair access to safe, stable housing across the County.

Household Demographics of Public Housing, 2024						
	White	**Black or African American**	**Asian**	**American Indian or Alaska Native**	**Pacific Islander**	**Other Race**
Public Housing	15	15	0	0	0	0
Tenant-Based Vouchers	349	381	3	3	3	0

Source: Seminole County Housing Authority

III. RESIDENTIAL SETTLEMENT PATTERNS

Settlement patterns of minoritized populations shape residential opportunities by influencing where housing options are available, affordable, and accessible. Historically rooted patterns of concentration or isolation—often tied to discriminatory policies, market dynamics, and infrastructure investment—continue to affect neighborhood choice, housing quality, access to opportunity, and mobility. These patterns can limit residential options for some households while reinforcing uneven access to schools, employment centers, transportation, and community resources. Understanding how settlement patterns persist over time is essential to identifying barriers to fair housing choice and informing strategies that expand equitable residential opportunities across communities.

Settlement History of Minoritized Populations

Seminole County was created on April 25, 1913, out of the northern portion of Orange County by the Florida Legislature. It was named for the Seminole people who historically lived throughout the area. The region saw the formation of Seminole and Black Seminole settlements, particularly in the 18th and 19th centuries, following migration from Georgia and Alabama. The area's history includes a blend of cultures, including Creek, Yuchi, Yamassee, and self-emancipated Africans.

Black Seminoles, also known as Black Maroons, were formerly enslaved people who escaped plantations in the American South and established autonomous, allied communities with the Seminole Nation in Florida, including areas in what is now Seminole County, during the 18th and 19th centuries. While some were in north-central Florida, they inhabited areas across the peninsula, including the St. Johns River area which encompasses modern-day Seminole County.

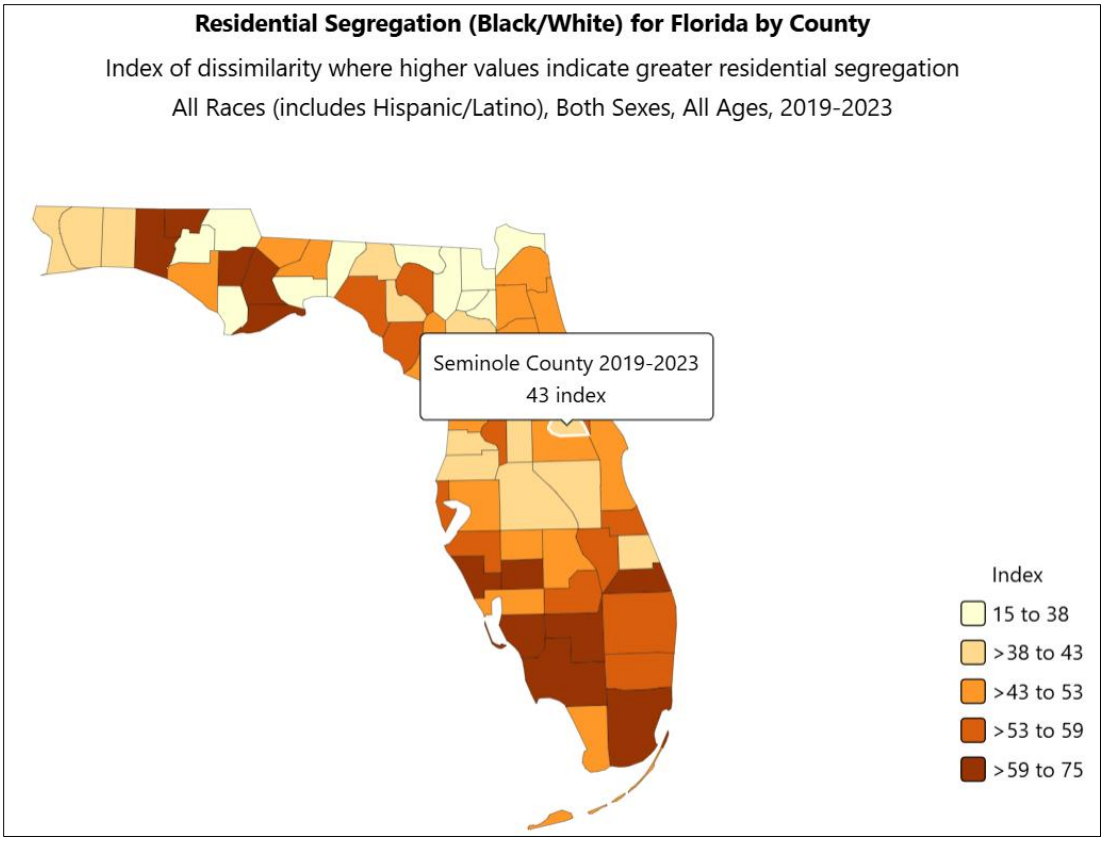
A Florida Museum of Black History report tells of Seminole County having a rich black history from before the county's inception. The historic Georgetown Community is a suburb within the City of Sanford, established circa 1870. The Georgetown Community was comprised of lots sold by Henry Sanford to early Black pioneers who came from North Carolina, South Carolina, Virginia, and other areas of Florida.

In 1891, Goldsboro was incorporated as an all-black community which was later annexed to the City of Sanford. Goldsboro was established by the Freedmen's Bureau during the Reconstruction Era for African Americans who were employed at local railroad yards and produce houses of farms. During this time, Goldsboro was the 2nd most flourishing African American towns in the United States.

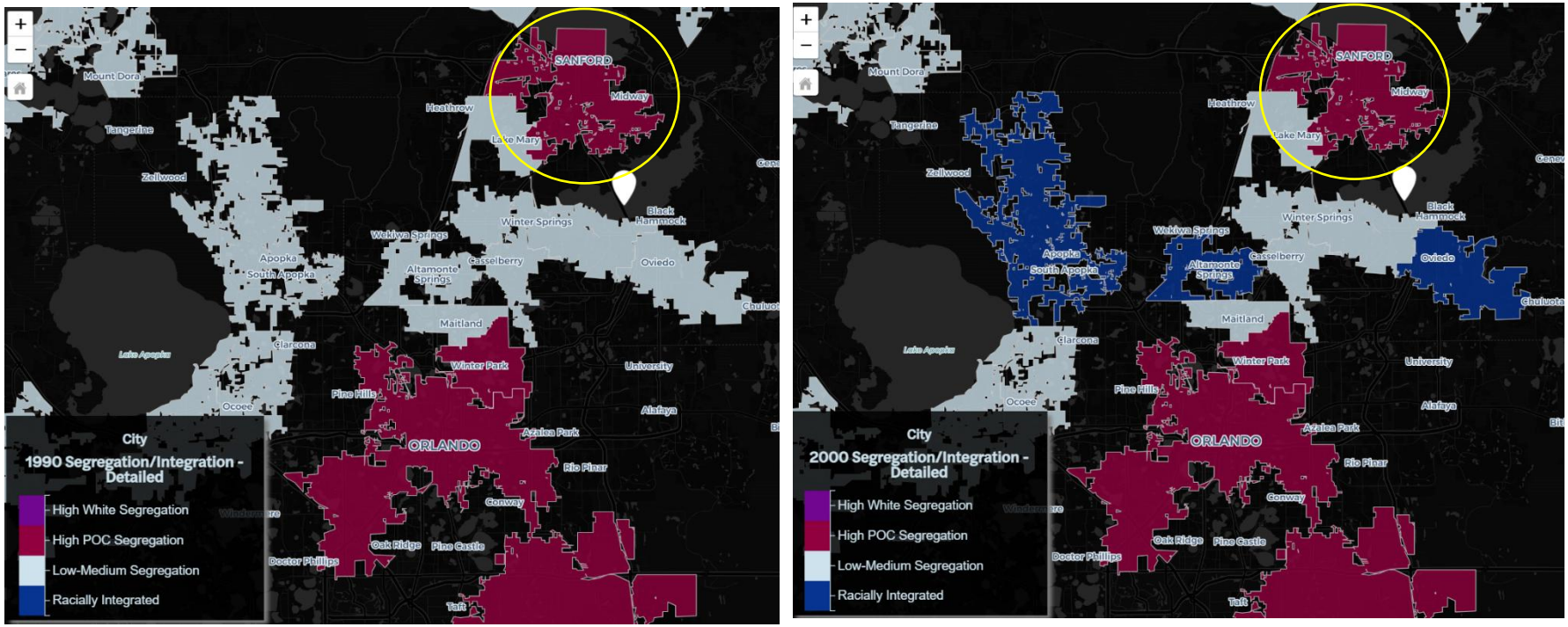
Segregation/Integration Measures Over Time

Changes in segregation and integration measures over time provide critical insight into how access to housing opportunity evolves within a community. When segregation levels remain high or increase, protected classes may face continued barriers to neighborhoods with community assets—thereby limiting fair housing choice. Conversely, sustained decreases in segregation and increases in integration can signal expanding residential mobility, reduced discriminatory practices, and more equitable access to opportunity-rich areas. However, even where overall integration improves, patterns of resegregation, displacement, or uneven neighborhood investment may persist, affecting affordability and stability for low-income households. Monitoring these trends over time helps jurisdictions assess whether policies, investments, and fair housing strategies are effectively dismantling historic patterns of exclusion and promoting meaningful access to diverse, well-resourced neighborhoods for all residents.

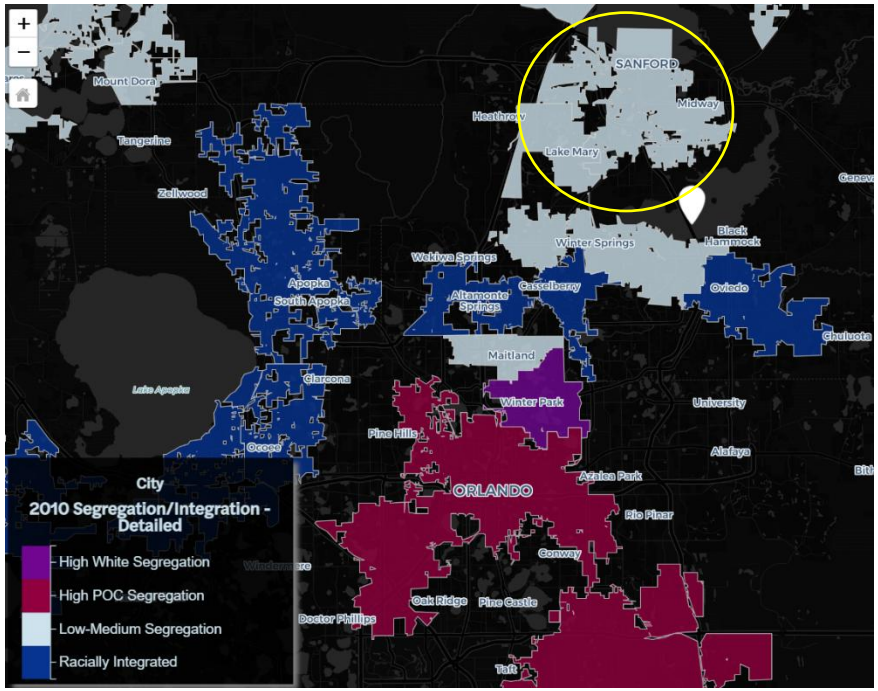
The map below presents a residential segregation index score for Seminole County compared with other counties to illustrate patterns of residential concentration of minoritized populations across Florida. These measures help contextualize how communities compare statewide in terms of demographic distribution and spatial patterns. As shown in the map below, Seminole County's segregation index score is 43, placing it in the medium range relative to other counties in Florida. This indicates a moderate level of residential separation among demographic groups, suggesting both areas of integration and areas where minoritized populations remain more concentrated.

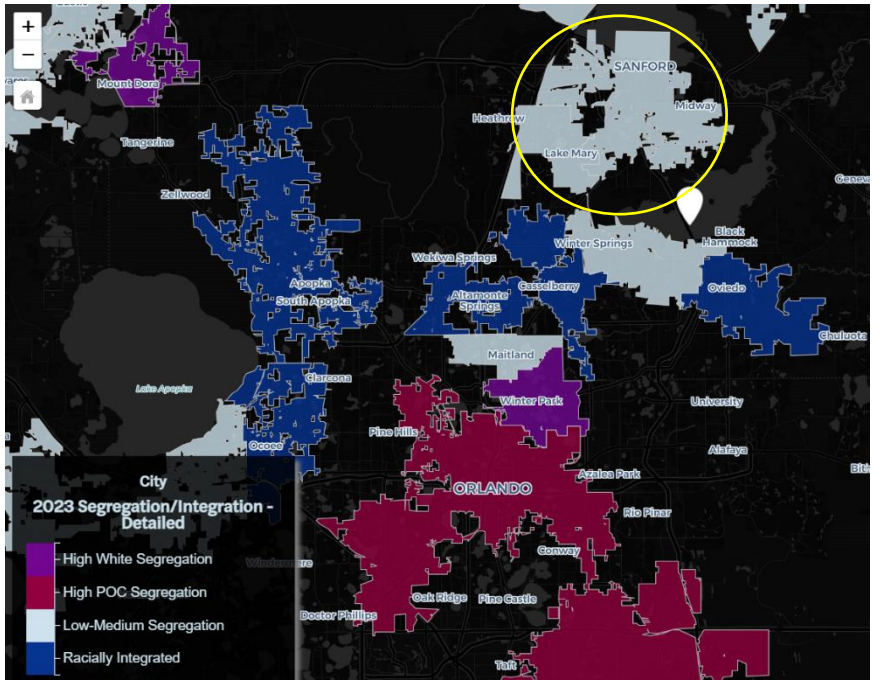


The Othering & Belonging Institute also provides maps to show geographic trends of segregation and integration. The following maps show the segregation and integration patterns of the cities within Seminole County overtime from 1990 to 2023 (33 years). The "Segregation/Integration" index shows the homogeneity (sameness) of the races within a city; this measure is broken down by "White" sameness and "POC" (persons of color) sameness.



Source: Other & Belonging Institute, The Roots of Structural Racism Project, interactive mapping tool, 2021

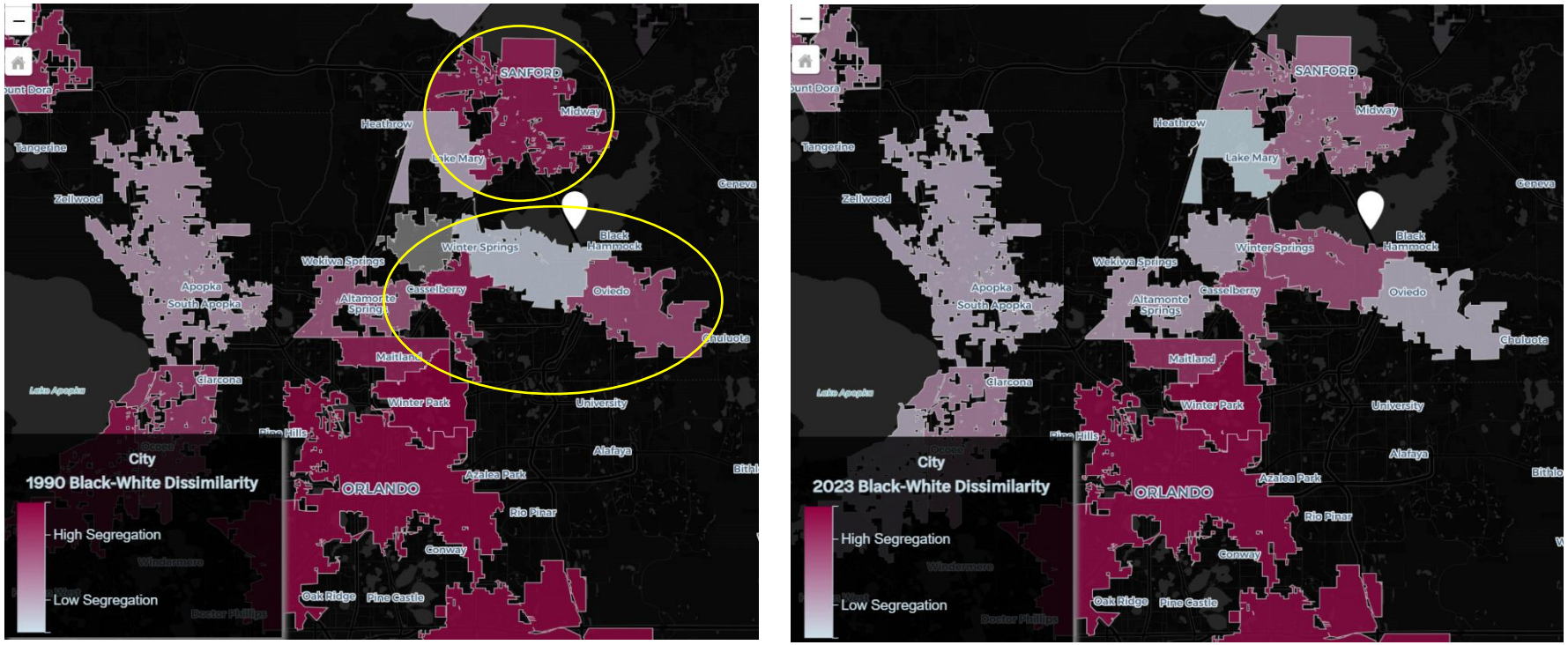




Source: Other & Belonging Institute, The Roots of Structural Racism Project, interactive mapping tool, 2021

When examining the county as a whole by municipality, the maps indicate that segregation levels for racially minoritized populations were high in both 1990 and 2000 in the City of Sanford and Midway area, reflecting more concentrated residential patterns during that period. By 2010, the data shows a measurable shift, with segregation levels decreasing in Sanford and Midway to a low-medium range. This trend toward greater integration has remained relatively consistent through 2023, with segregation levels continuing to fall within the low to medium category. Overall, the maps suggest gradual progress over time, though not a complete elimination of residential concentration patterns.

The next series of maps measures racial residential segregation overtime by use of a dissimilarity index. The maps demonstrate how evenly two racial or ethnic groups are distributed across geographic areas. The following maps show Black-White dissimilarity and Hispanic-White dissimilarity patterns of the cities within Seminole County overtime from 1990 to 2023 (33 years).

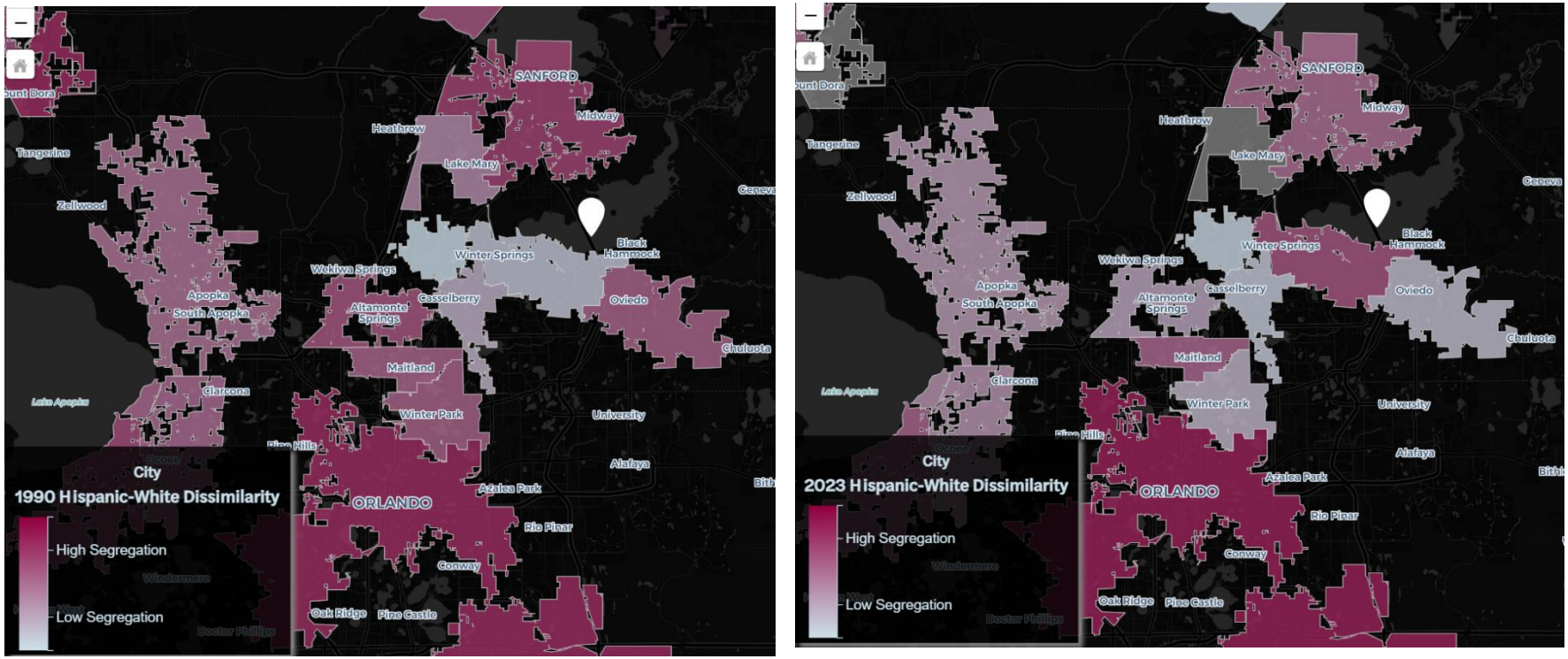


Source: Other & Belonging Institute, The Roots of Structural Racism Project, interactive mapping tool, 2021

In 1990, racial residential segregation patterns varied significantly across communities in Seminole County. The cities of Sanford and Casselberry exhibited relatively high levels of Black-White dissimilarity, reflecting more pronounced geographic concentrations of Black residents in those areas. These patterns were consistent with historical settlement trends, housing market dynamics, and broader regional development practices that shaped neighborhood composition at the time. In contrast, areas such as Winter Springs and the Black Hammock area demonstrated comparatively low levels of dissimilarity, indicating more racially integrated residential patterns.

By 2023, racial residential segregation patterns reflected notable shifts across several jurisdictions. Both the City of Sanford and City of Casselberry experienced declines in Black-White dissimilarity levels, each moving to a more moderate range compared to prior years. In contrast, dissimilarity increased in Winter Springs and Black Hammock, indicating growing separation between Black-White racial

groups in those areas. Meanwhile, Oviedo demonstrated measurable improvement, shifting from a moderate level of dissimilarity in 1990 to a low level by 2023, suggesting continued progress toward more integrated residential patterns.



Source: Other & Belonging Institute, The Roots of Structural Racism Project, interactive mapping tool, 2021

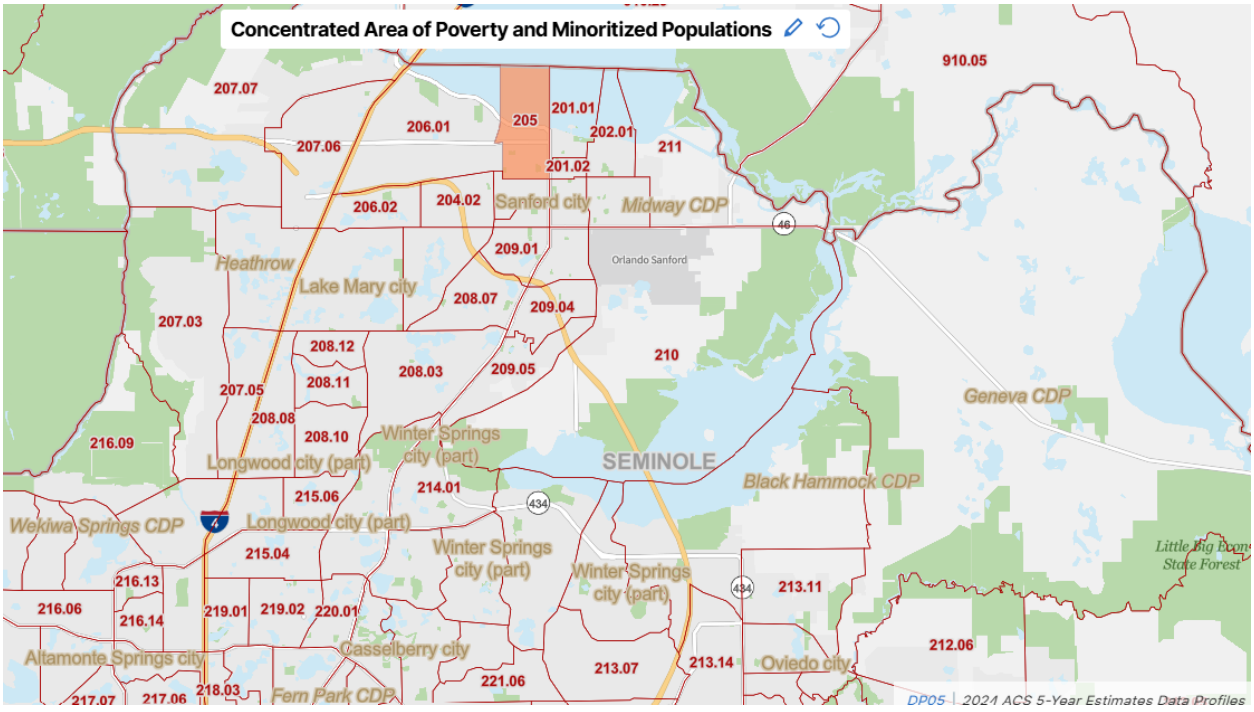
In 1990, residential dissimilarity between Hispanic and White residents was moderate in the City of Oviedo and high in the City of Sanford, reflecting more pronounced separation patterns at that time. By 2023, both communities experienced declines in racial residential segregation levels, with Oviedo dropping from moderate to low dissimilarity and Sanford decreasing from high to moderate dissimilarity. In contrast, Winter Springs and the Black Hammock area followed a different trajectory. Both areas exhibited low levels of Hispanic-White dissimilarity in 1990, but by 2023 that had increased to moderately high levels, indicating growing racial residential separation in those communities over time.

IV. CONCENTRATED AREAS OF POVERTY & MINORITIZED POPULATIONS

Concentrated areas of poverty and minoritized populations are geographic areas—such as neighborhoods or census tracts—where a disproportionately high share of residents both live below the federal poverty level and belong to racial or ethnic groups that have historically experienced disadvantage. These areas are examined to understand patterns of segregation, inequitable resource distribution, and barriers to housing choice.

The Florida Housing Finance Corporation publishes census tracts annually that are defined as Racially or Ethnically Concentrated Areas of Poverty (R/ECAP), using two criteria to define a R/ECAP. First, there must be a concentration of a non-White minoritized population making up 50% or more of the census tract. Second, the poverty level of the census tract must either exceed a 40% poverty rate or be three times the average tract poverty rate for its corresponding metropolitan/micropolitan area, whichever threshold is lower. This definition is used to determine concentrated areas of poverty and minoritized populations in Seminole County.

As of 2024, there is only one census tract in Seminole County that is considered a concentrated area of poverty and minoritized populations: Census Tract 205 in the City of Sanford. This tract exhibits a poverty rate of 44.2% and a minoritized population rate of 82.5%, highlighting a localized area of concentrated economic disadvantage. While the county overall shows relatively moderate levels of poverty and integration of minoritized populations, this tract represents a community with heightened needs for affordable housing, access to supportive services, and inclusive economic opportunities.



According to 2024 five-year ACS data, Census Tract 205 in the City of Sanford—has a total population of 2,778 residents and reflects concentrated socioeconomic vulnerability. The tract is primarily Black (60 percent), with a median household income of $40,781, which is significantly below countywide levels. Housing market conditions further illustrate economic strain, with a median rent of $1,410 and 72 percent of households being renter-occupied, indicating limited homeownership opportunities and reduced household wealth-building capacity. Additionally, 9 percent of total housing units are vacant, which may signal housing instability, disinvestment, or turnover pressures within the census tract. Collectively, these characteristics demonstrate a concentration of poverty and minoritized populations within a small geographic area, reinforcing the tract's designation as a R/ECAP and highlighting the need for targeted housing, economic mobility, and community development strategies.

History of R/ECAP Census Tract

Historically, the city of Sanford grew in the late 19th and early 20th centuries around commerce and transportation on the St. Johns River. As alternative modes of travel replaced the steamship, the waterfront became more attractive for recreational and civic uses to be developed, such as marinas, parks, a new City Hall, and the Seminole County Courthouse in the 1960s. The construction of Interstate 4, the transformation of the Navy's airfield into the Sanford Orlando Airport, the arrival of an Amtrak terminal, and the connection of the Central Florida Greenway to the Interstate has shifted development away from the downtown core outwards, west and south along the US-17-92 corridor and westward towards the Interstate 4 corridor along SR-46. The downtown and waterfront areas, including census tract 205, have lagged in development and suffered through neglected infrastructure, vacant and deteriorated properties, and a weakened commercial district.

The historic Goldsboro neighborhood is also in census tract 205. Goldsboro began as an independent town founded during the Reconstruction Era by African Americans, making it one of Florida's earliest Black-incorporated communities before being annexed into Sanford in 1911. The State of Florida designated Goldsboro a "Front Porch Community" in 2001, a revitalization designation given to communities that meet specific criteria, often areas facing economic and social challenges. The City of Sanford and Sanford Housing Authority prepared a Goldsboro Transformation Plan in 2017 to strategically investment in the area to improve the quality of life for its residents.

Reinvestment Opportunities in the R/ECAP

Census Tract 205 contains significant community assets that position it for strategic reinvestment and neighborhood revitalization. As of the drafting of the Goldsboro Transformation Plan, the tract included approximately 50 acres of vacant land that presented a prime opportunity for new housing development, including affordable and workforce units that can expand residential choice and stabilize the area. Its proximity to Downtown Sanford strengthens access to employment, small

businesses, and civic amenities, while the nearby SunRail station enhances regional connectivity and transportation access for residents. The presence of a regional hospital further supports healthcare access and local employment opportunities. In addition, the Goldsboro Front Porch Council (GFPC) serves as a critical community-based anchor, having successfully advocated for investments, partnerships, and neighborhood improvements over the past 15 years. Together, these assets create a strong foundation for equitable development that builds on existing community leadership, infrastructure, and land availability to improve quality of life for residents in this R/ECAP.

V. ACCESS TO OPPORTUNITIES

A. ACCESS TO AFFORDABLE HOUSING

Access to affordable housing in Seminole County is a critical issue that affects residents across all life stages, particularly households with low to moderate incomes. As part of the Orlando metropolitan region, Seminole County has experienced continued population growth and rising demand for housing, contributing to rising housing costs and a widening affordability gap. These market conditions make it more difficult for many households, especially renters, first-time homebuyers, seniors on fixed incomes, and individuals with disabilities, to secure housing that is safe, stable, and affordable.

Seminole County offers a range of housing programs and resources intended to expand access to affordable housing and reduce housing instability. These efforts include government-assisted housing, tenant-based rental assistance, and partnerships with local nonprofit organizations that support affordable homeownership, housing rehabilitation, and homelessness prevention. Local housing initiatives are supported by federal, state, and local funding streams that can increase the supply of affordable housing and strengthen supportive services for vulnerable residents.

This portion of the analysis examines the availability of affordable housing opportunities for individuals and families at various income levels and evaluates where, within Seminole County, residents experience greater or more limited access to affordable housing. Housing affordability, for the purposes of this analysis, is defined in accordance with the U.S. Department of Housing and Urban Development (HUD) definition, which states that "affordable housing is generally defined as housing in which the occupant is paying no more than 30% of gross income for housing costs, including utilities."

The analysis will review housing cost burden (i.e., households paying more than 30 percent of their monthly income on housing) and severe housing cost burden (i.e., households paying more than 50 percent of their monthly income on housing). It will also consider how housing supply constraints, rising rents and home prices, and the age and condition of the housing stock can affect access to affordable housing, particularly for the most vulnerable residents.

Publicly Assisted Housing

Publicly assisted housing refers to government-subsidized housing programs designed to help low- and moderate-income families, individuals, seniors, and people with disabilities access affordable housing. These programs include public housing developments owned and operated by housing authorities, as well, as the Housing Choice Voucher Program (Section 8), which allows eligible individuals to rent private market housing with government subsidies. Other types of assistance may include low-income housing tax credits, rent subsidies, and supportive services that ensure housing stability for vulnerable populations.

Seminole County's assisted housing inventory demonstrates that the affordable housing system is supported by a mix of state and federal funding sources, with Florida Housing Finance Corporation (FHFC) playing a central role in the County's supply of assisted rental units. The presence of multiple funding streams, including FHFC, HUD multifamily programs, USDA Rural Development, and HUD Public Housing, demonstrates that affordable housing opportunities in Seminole County rely on layered resources and long-term subsidy structures to serve households unable to access market-rate housing.

The County's assisted housing inventory provides an important baseline for assessing access to affordable housing opportunities. While these properties create critical affordability options, the County's continued growth and housing cost pressures suggest that demand may exceed current assisted supply. This strengthens the need for strategies that both expand and preserve affordable housing across a range of unit types, locations, and affordability levels to ensure access for households most impacted by rising housing costs.

Assisted Housing Properties and Units by Funder, Located in Seminole County	
	Total
Total Assisted Properties	**48**
Total Assisted Units	**5,601**
Properties w/FHFC Funding	41
Properties w/HUD Multifamily Funding	5
Properties w/ USDA Rural Development Funding	14
Properties w/HUD Public Housing Funding	2

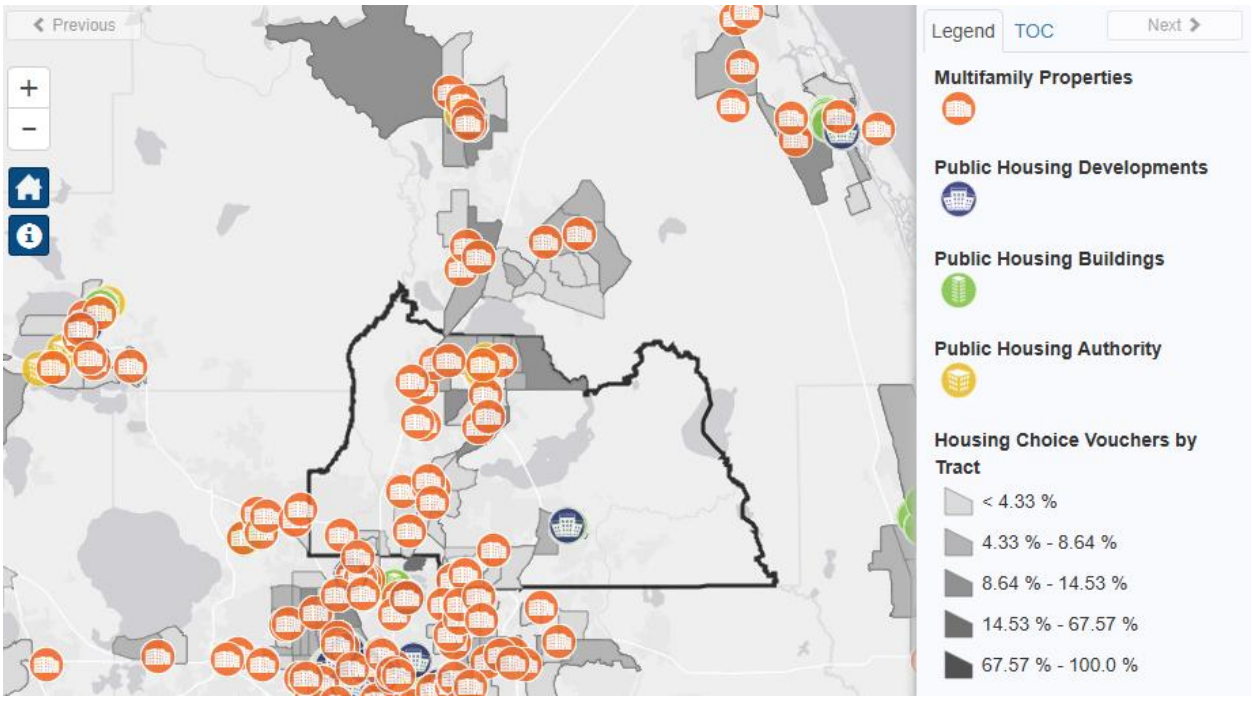
Source: Shimberg Center for Housing Studies, Assisted Housing Inventory

Seminole County's assisted housing network provides an important foundation of affordable housing opportunities distributed across multiple communities. The map shows a strong presence of assisted multifamily properties throughout the County, particularly in areas where residential services, employment access, and transportation connections support housing stability. This distribution helps ensure that many residents who rely on income-restricted housing have access to established neighborhoods with nearby amenities and community infrastructure.

This map also highlights how tenant-based assistance supports affordability across a range of census tracts. Areas with higher voucher utilization indicate that voucher households are successfully accessing housing in the private market, reinforcing the voucher program's role as a key tool for maintaining housing stability and preventing displacement. This pattern reflects the importance of continued landlord participation and sustained investment in housing quality and program accessibility.

While assisted housing is more visible in some parts of Seminole County than others, this provides the County with a clear opportunity to build on its existing strengths. By continuing to preserve

existing assisted housing developments and encouraging new affordable housing opportunities in additional neighborhoods, Seminole County can further expand housing choice and help residents access communities that align with their needs, such as proximity to jobs, schools, healthcare, and supportive services.

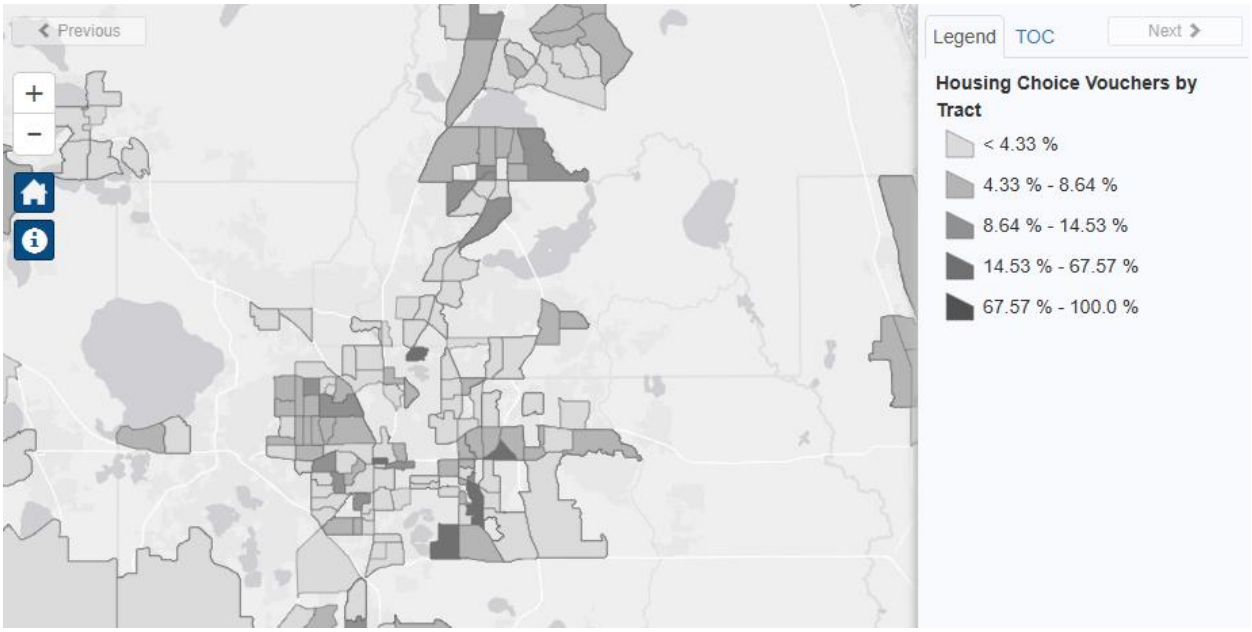


Source: eGIS Community Assessment Reporting Tool, County, Seminole County, Rental Assistance

This next map illustrates the distribution of Housing Choice Voucher households across Seminole County by census tract and highlights how tenant-based rental assistance supports housing stability in multiple areas of the County. Rather than being confined to a single neighborhood, voucher use spans a range of tracts, indicating that the HCV program is helping households access housing opportunities across several communities in Seminole County.

The map also shows that some tracts have higher concentrations of voucher households than others. These areas may represent locations where voucher holders have been most successful in leasing units due to the availability of rental housing stock, proximity to services and employment centers, and established landlord participation.

At the same time, variation in voucher concentration across tracts highlights an opportunity for the County to further strengthen housing choice by expanding access to a broader range of neighborhoods. Continued strategies such as landlord recruitment, mobility counseling, and efforts to reduce upfront leasing barriers can help support voucher households who want to move to areas closer to employment, schools, and community amenities.



Source: eGIS Community Assessment Reporting Tool, County, Seminole County, Housing Choice Vouchers by Tract

Market Analysis

This market analysis of Seminole County includes a detailed evaluation of the local real estate market. The goal is to assess current conditions, trends, and factors affecting housing supply, demand, and affordability.

The County's housing stock is characterized by low-density residential development, with single-family homes as the dominant type. This structure mix reflects a community that has historically developed around detached housing, which can support long-term occupancy and homeownership. However, it also has implications for affordability and housing access, particularly for renters, first-time homebuyers, and households seeking smaller, lower-cost housing options.

The heavy concentration of detached single-family units influences the overall cost of housing because this type of housing tends to have higher land and construction costs and is less likely to provide lower-priced rental opportunities. When a community's housing supply is weighted toward detached units, it can limit the availability of "missing middle" housing, such as duplexes, triplexes, and small multifamily buildings, that often provide more naturally affordable options for moderate-income households. In Seminole County, the relatively limited presence of small multifamily structures suggests that many neighborhoods offer fewer affordable rental or starter housing options for residents.

At the same time, the County does have a meaningful share of multifamily housing, particularly in larger apartment communities. The presence of mid- and large-scale multifamily properties supports housing availability for renters and can help address population growth and affordability pressures. Multifamily housing also creates opportunities to expand the supply of income-

restricted units through tools such as tax credit developments and mixed-income communities, helping meet the needs of households experiencing cost burden.

This unit mix showcases both strengths and opportunities. The County's large single-family housing base supports homeownership and neighborhood stability, while its multifamily stock supports rental demand and growth. Moving forward, expanding the range of housing types can help the County increase housing choice, improve affordability, and ensure that residents across income levels have access to safe, stable housing options.

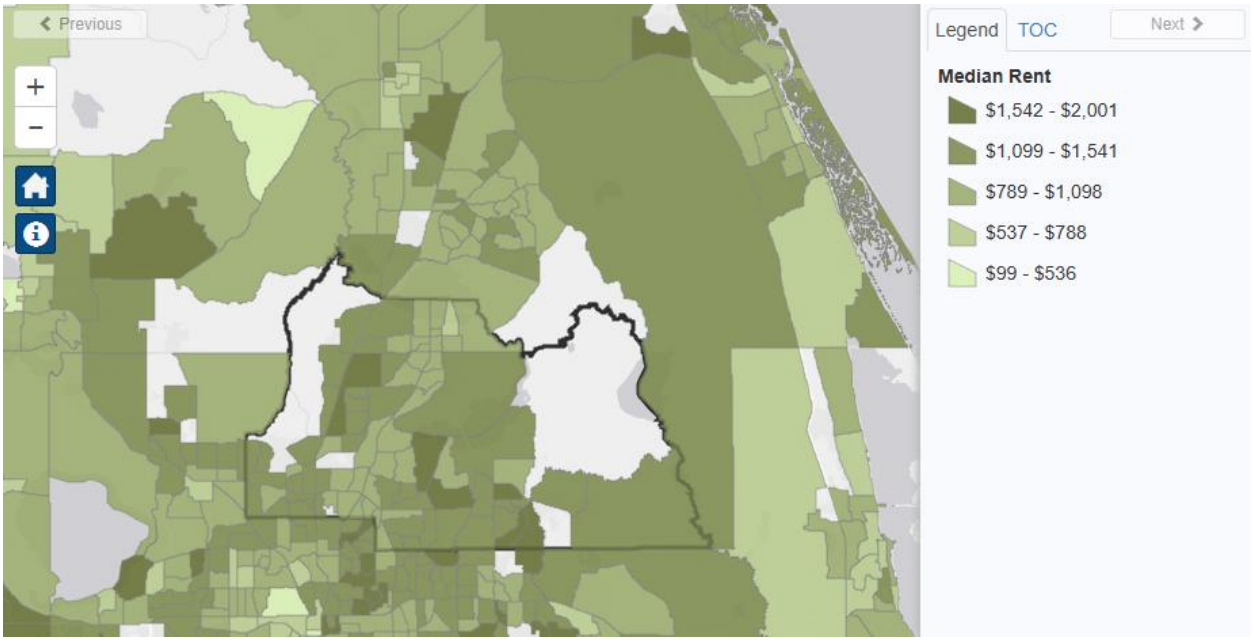
Seminole County Units in Structure 2023		
Property Type	**Number**	**%**
1-unit detached structure	121,347	61.5%
1-unit, attached structure	16,140	8.2%
2-4 units	11,212	5.7%
5-19 units	27,688	14.0%
20 or more units	16,132	8.2%
Mobile Home, boat, RV, van, etc.	4,648	2.4%
Total	***197,167***	***100%***

Source: Units in Structure, American Community Survey 2023 5-Year Estimates, Table B25024

The median rent map shows that rents vary substantially across Seminole County, reflecting differences in neighborhood market strength, housing stock, proximity to employment centers, and access to amenities. Several tracts show median rents in higher ranges, indicating areas of strong demand and higher market pricing. These rent patterns are consistent with broader regional growth in the Orlando metropolitan area and reinforce ongoing pressure on renters, particularly households with low and moderate incomes, to find affordable, stable housing.

The distribution of higher median rents across multiple areas of the County suggests that affordability challenges are not limited to a single neighborhood. Instead, higher-cost rental markets are evident across several tracts, meaning renters may have fewer low-cost options available, even when they are willing to live farther from major job centers. This dynamic can intensify the rent burden, contribute to overcrowding or doubling up, and increase the risk of displacement for households least able to absorb rising costs.

The median rent patterns shown in this map reinforce the importance of strengthening access to affordable housing options across Seminole County. As rental costs increase across the County, strategies that expand affordable rental supply, preserve existing affordable units, and support tenant-based assistance will be essential to promoting housing stability and ensuring residents can access housing opportunities throughout a range of neighborhoods.



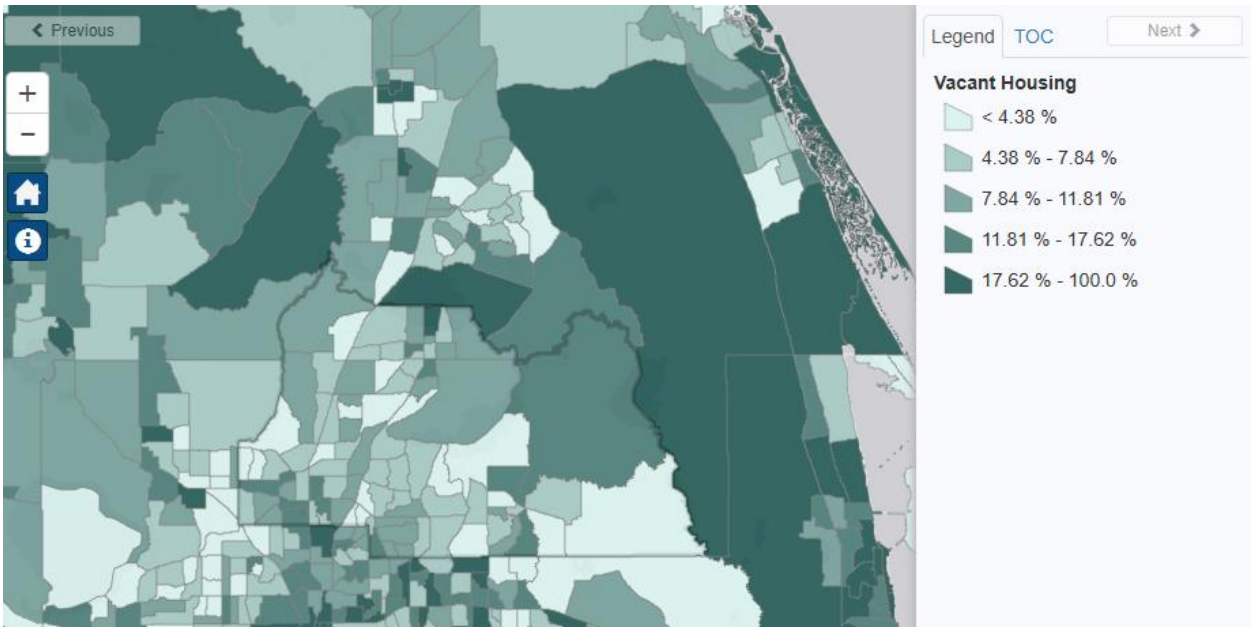
Source: eGIS Community Assessment Reporting Tool, County, Seminole County, Median Rent

This map shows the share of vacant housing units across Seminole County by census tract and provides useful insight into local housing market conditions. Vacancy rates can serve as indicators of housing availability, neighborhood stability, and where the market may have additional capacity or stronger competition for units.

Tracts with lower vacancy rates typically indicate areas with strong housing demand and occupied units, which can signal stable neighborhoods and high market activity. In these locations, low vacancy rates may reflect a limited housing supply relative to demand, conditions that can drive up rents and intensify competition for available units. For renters and prospective homebuyers, this may translate into fewer choices and greater affordability challenges, particularly for households with limited incomes or those relying on tenant-based assistance.

Tracts with higher vacancy rates may reflect areas with greater housing turnover, a higher share of rental properties, or neighborhoods undergoing transition, rehabilitation, or redevelopment. In some cases, higher vacancy can represent potential opportunities for housing investment, such as strategies to return vacant units to productive use through rehabilitation programs, infill development, or targeted code enforcement paired with assistance. These areas may offer opportunities to expand affordable housing if policies and funding align to support preservation and reinvestment.

This information can help guide efforts to preserve existing housing, increase the affordable housing supply, and ensure residents have equitable access to stable housing choices throughout the County.



Source: eGIS Community Assessment Reporting Tool, County, Seminole County, Vacant Housing

Housing Cost Burden

HUD defines housing cost burden as when a household spends more than 30% of its income on housing, including the mortgage/rent and associated costs like utilities and insurance.

The cost burden categories are:

- ✓ 30% or less: Households spending 30% or less of their income on housing. This is generally considered affordable and sustainable.
- ✓ 30.1 to 50%: Households spending between 30.1% and 50% of their income on housing. These households are considered moderately cost-burdened.
- ✓ More than 50%: Households spending more than 50% of their income on housing are considered severely cost-burdened.

The income categories are:

- ✓ 30% AMI or less: Households earning 30% or less of the Area Median Income (AMI) represent very low-income households.
- ✓ 30.01% - 50% AMI: Households earning between 30.01% and 50% of AMI are considered low-income.
- ✓ 50.01% - 80% AMI: These households earn between 50.01% and 80% of the AMI, typically considered moderate-income households.

- ✓ 80.01% - 100% AMI: Households earning between 80.01% and 100% of the AMI.
- ✓ Greater than 100% AMI: Households earning above the area's median income.

Housing cost burden in the County is strongly concentrated among households with the lowest incomes, reinforcing the idea that affordability challenges are most severe for residents with the least ability to absorb rising housing costs. The data show that households at or below 30% of AMI experience the highest levels of severe housing cost burden, meaning they pay more than 50% of their income toward housing costs. This indicates that for many extremely low-income households, housing is not simply unaffordable; it is unsustainable, leaving little room for necessities such as food, healthcare, transportation, and childcare.

The burden remains substantial for households in the 30-50% AMI range, where many households are also severely cost-burdened. This income group often includes working households in lower-wage occupations who may not qualify for traditional homeownership opportunities and face limited access to affordable rental units. The persistence of severe cost burden at these income levels highlights the need for deeper affordability interventions, including income-restricted rental housing, tenant-based assistance, and strategies that reduce upfront barriers to leasing.

In contrast, households above 80% AMI generally show lower levels of severe housing cost burden, with the majority able to maintain housing costs within an affordable range. This trend shows that housing cost burden in Seminole County is primarily an income-driven challenge, with housing costs remaining high relative to what low-wage and fixed-income households can reasonably afford.

Cost Burden by Income in Seminole County, FL

Household Income	30% or less	30.1 to 50%	More than 50%
30% AMI or less	1,496	1,333	10,950
30.01-50% AMI	3,805	5,325	10,083
50.01-80% AMI	11,406	14,902	4,811
80.01-100% AMI	12,521	5,765	455
Greater than 100% AMI	99,677	5,510	452

Source: Shimberg Center for Housing Studies, Affordability, Cost Burden by Income, 2023 Estimate

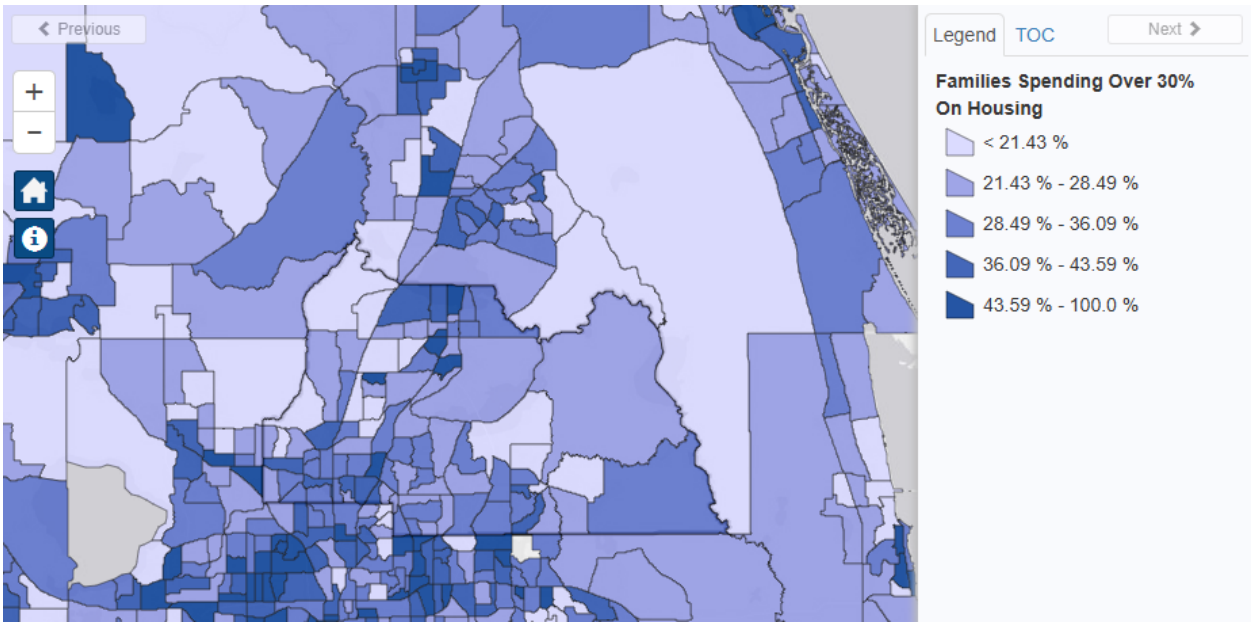
Housing cost burden is a persistent challenge across Seminole County, but this data shows that the burden is not experienced equally across racial and ethnic groups. When housing costs exceed what households can reasonably afford, families have less financial flexibility, face greater instability, and are more vulnerable to displacement.

The distribution of households by income category indicates that White non-Hispanic households account for the largest share across all AMI levels, consistent with Seminole County's overall

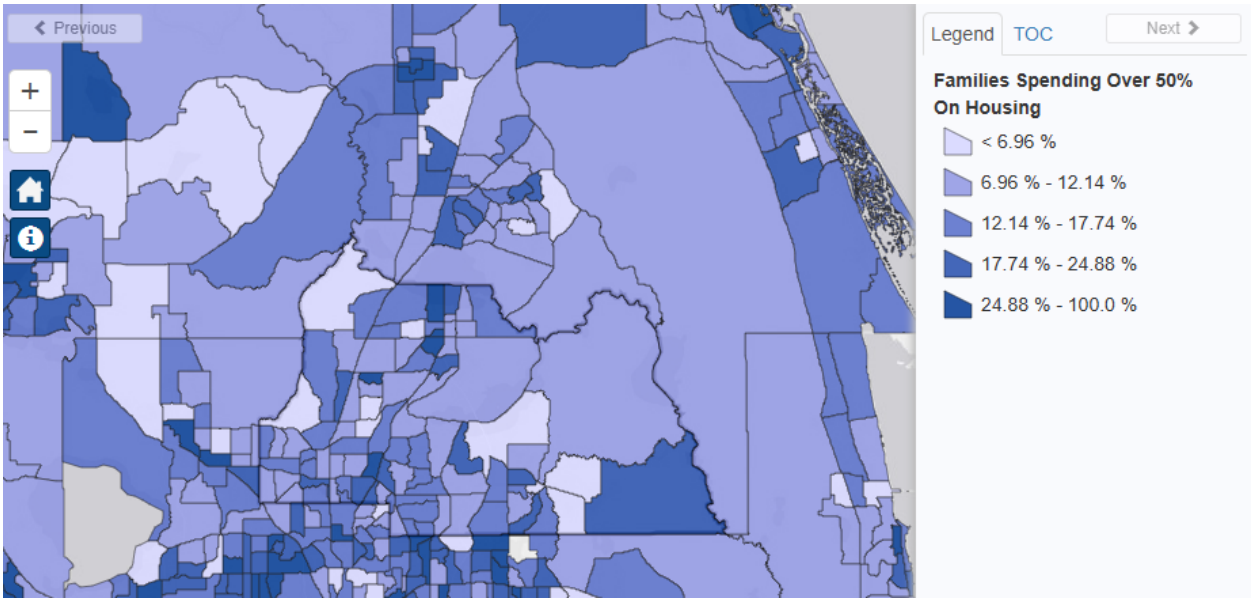
demographic makeup. However, the data also highlights that Black/African American households and Hispanic households are represented in meaningful numbers among the County's lowest-income categories. These income levels are most likely to experience severe housing cost burden, and they are also the income groups with the fewest housing options in the private market.

Housing Cost Burden by Area Median Income				
Housing Cost Burden	**<=30%**	**30-50%**	**>50%**	**No / negative income (not computed)**
Jurisdiction as a whole	54,509	10,190	8,275	1,445
White, non-Hispanic	82,895	16,720	14,125	1,135
Black / African American, non-Hispanic	11,170	4,050	3,815	415
Asian, non-Hispanic	5,065	1,040	875	39
American Indian, Alaska Native, non-Hispanic	140	0	45	20
Pacific Islander, non-Hispanic	50	0	4	0
Hispanic, any race	21,125	8,655	6,545	360

Source: Shimberg Center for Housing Studies, Affordability, Households by Tenure, Race-Ethnicity, and Cost Burden, 2018-2022



Source: eGIS Community Assessment Reporting Tool, County, Hernando County, Families Spending over 30% on Housing



Source: eGIS Community Assessment Reporting Tool, County, Hernando County, Families Spending over 50% on Housing

Age of Housing

Seminole County's occupied housing stock is largely composed of older homes, with a significant share built before 2000. This age profile reflects a mature housing market, with long-established neighborhoods forming the backbone of the County's residential supply. While older housing can provide stable communities and long-term affordability for some households, it also presents important implications for housing quality, maintenance needs, and long-term housing stability, particularly for low- and moderate-income residents.

The data shows that most occupied units were constructed between 1980 and 1999, followed by a sizable portion built between 1960 and 1979. This means many households live in homes that are several decades old, where systems such as roofing, plumbing, electrical, HVAC, and building materials may require ongoing repairs or replacement. Older units can be a strength when they serve as naturally occurring affordable housing; however, without reinvestment, they may contribute to rising maintenance costs and deteriorating conditions that affect safety, health, and comfort.

Age of Occupied Units by Tenure in Seminole County, FL						
	Total Occupied Units	**% Occupied Units**	**# Owner-Occupied**	**% Owner-Occupied**	**# Renter-Occupied**	**% Renter-Occupied**
Occupied units	185,396	-	121,917	-	63,479	-
2020 or later	2,026	1.1%	1,293	1.1%	733	1.2%
2010 to 2019	17,394	9.4%	8,953	7.3%	8,441	13.3%

2000 to 2009	29,079	15.7%	19,407	15.9%	9,672	15.2%
1980 to 1999	82,101	44.3%	54,563	44.8%	27,538	43.4%
1960 to 1979	44,783	24.2%	30,900	25.3%	13,883	21.9%
1940 to 1959	7,808	4.2%	5,458	4.5%	2,350	3.7%
1939 or earlier	2,205	1.2%	1,343	1.1%	862	1.4%

Source: 2019-2023 American Community Survey, Table S2504 Occupied Housing Units and Year Structure Built

Substandard Housing Conditions

To better analyze the County's substandard housing stock and identify disparities in housing quality and housing needs for all residents and protected classes countywide, HUD has provided data on housing problems experienced by Seminole County households. HUD defines three main housing problems, including substandard housing, overcrowding, and housing cost burden.

- Substandard housing means a housing unit lacking complete plumbing or kitchen facilities.
- Overcrowding means a household having more than 1.01 to 1.5 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
    - *Severely overcrowded* means a household has more than 1.5 persons per room, excluding bathrooms, porches, foyers, halls, or half-rooms.
- Cost-burdened means a household's total gross income spent on housing costs exceeds 30% of household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing costs are "select monthly owner costs," which include mortgage payments, utilities, association fees, insurance, and real estate taxes.
    - *Severely cost-burdened* means a household's total gross income spent on housing costs exceeds 30% of household income.

Housing quality is an essential part of housing access because it reflects whether residents have access not only to housing but also to safe, functional, and supportive housing that supports long-term stability.

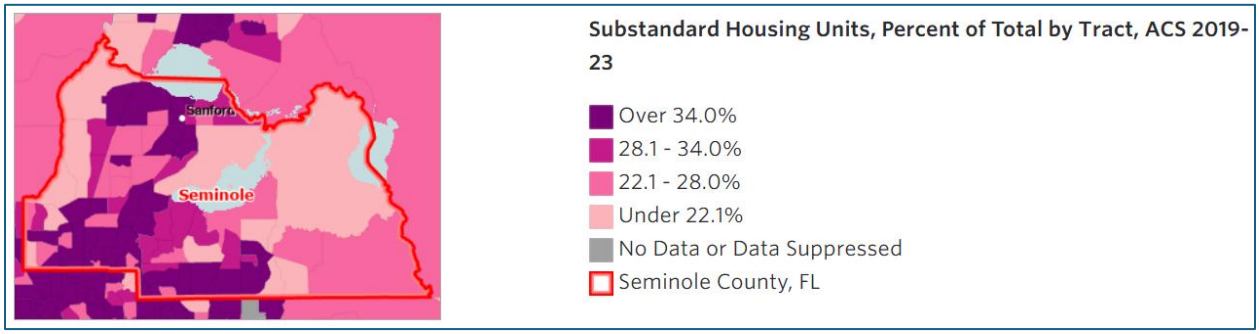
The map of substandard housing units by tract provides helpful insight into how housing quality varies across Seminole County. While many neighborhoods show lower shares of substandard housing, the map also highlights specific areas where housing conditions may require additional attention and support. This geographic view allows the County to better target solutions, prioritize resources, and strengthen housing preservation efforts in the locations where they can have the greatest impact.

Addressing substandard housing contributes to broader community goals. Improving housing quality can enhance neighborhood stability, strengthen outcomes for children and families, support aging in place for seniors, and reduce housing instability for residents with disabilities or fixed

incomes. By focusing on housing quality alongside affordability, Seminole County can build on its existing housing assets and ensure that residents across the County have access to safe, stable, and well-maintained homes.

Summary of Substandard Housing Units in Seminole County, FL			
	1.01 or More Persons Per Room	**Lacks Complete Kitchen Facilities**	**Lacks Complete Plumbing Facilities**
Number of Occupied Units	4.895	920	569
Share of Total Occupied Units	2.7%	0.5%	0.3%

Source: U.S Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Table S2501 and Table S2504



Source: Sparkmap, Make a Community Needs Assessment

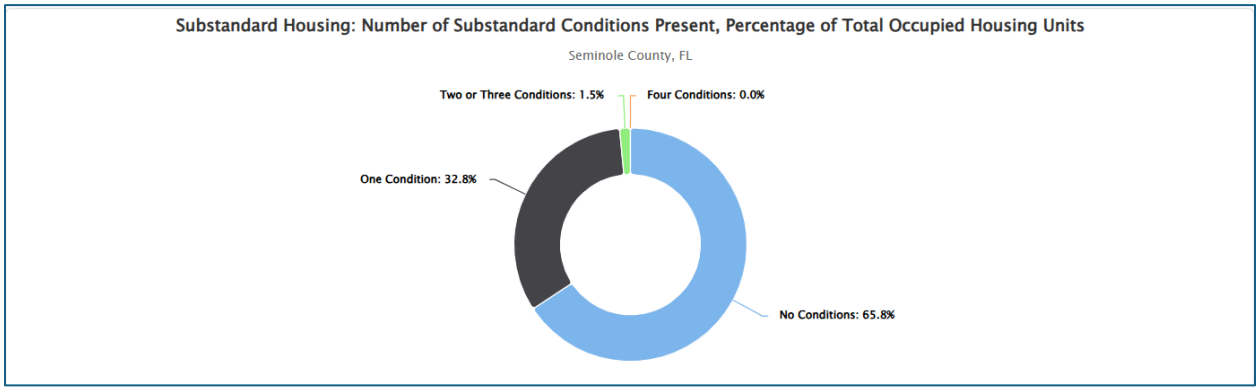
Housing Problems

Overall, Seminole County's occupied housing stock shows strong housing quality conditions, with most households living in units that do not exhibit any of the measured substandard housing indicators. Approximately two-thirds of occupied housing units report no substandard conditions, which reflects a generally stable housing environment.

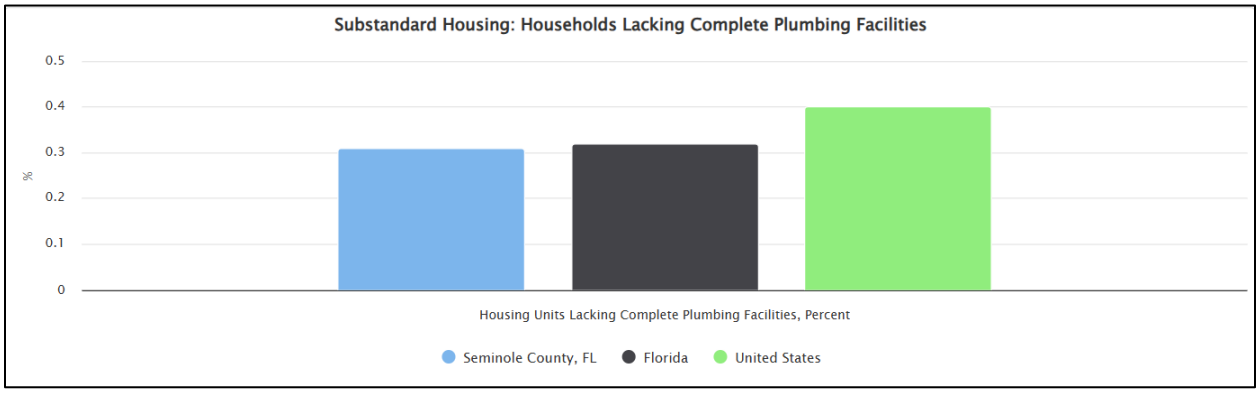
At the same time, about one-third of occupied units experience one substandard condition, which highlights an important opportunity for continued reinvestment and housing preservation. More severe housing deficiencies appear to be relatively uncommon in the County. Only 1.5% of occupied units experience two or three substandard conditions, and virtually none report four conditions. This suggests that while targeted housing improvement strategies are needed, Seminole County's housing quality challenges are concentrated in a smaller subset of units and can potentially be addressed through focused interventions. By continuing to invest in home repair assistance, rehabilitation programs, and property reinvestment, the County can build on its strengths, reduce housing instability risk, and ensure residents have access to decent housing.

Report Area	No Conditions	One Condition	Two or Three Conditions	Four Conditions
Seminole County, FL	65.75%	32.76%	1.49%	0.00%
Florida	63.59%	34.61%	1.79%	0.00%
United States	68.02%	30.18%	1.79%	0.01%

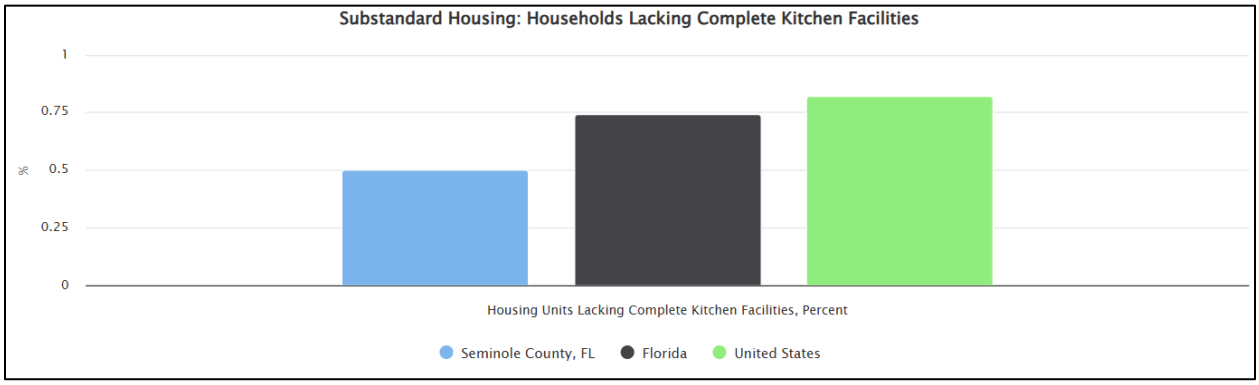
Source: Sparkmap, Make a Community Needs Assessment



Source: Sparkmap, Make a Community Needs Assessment



Source: Sparkmap, Make a Community Needs Assessment



Source: Sparkmap, Make a Community Needs Assessment

Public Housing Conditions

The Seminole County Housing Authority (SCHA) administers approximately 30 public housing units and 602 Housing Choice Vouchers, providing affordable housing 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 financial challenges identified.

B. ACCESS TO HOMEOWNERSHIP

Homeownership is a path to wealth building that has wide-ranging effects on economic stability and social mobility. Homeownership allows families to build equity over time which becomes a form of financial security that can be used for things like retirement, education, or emergencies. Homeownership can pass wealth down to future generations. Families who own homes can pass the property to their children, contributing to long-term financial stability.

Access to homeownership is fundamental to fair housing choice. Ensuring universal access requires a combination of policy reform, financial support, and dismantling discriminatory practices that prevent marginalized groups from thriving.

Homeownership Profile

The homeownership rate is defined as the ratio of owner-occupied units to all occupied units in an area. According to 2024 ACS five-year data, the homeownership rate for Seminole County is 66%. This rate is slightly above the national average and similar to the broader Florida average. Homeownership is traditionally associated with wealth building and long-term community stability, but the fact that a significant share of residents in Seminole County are renters highlights ongoing affordability and access issues in the housing market, particularly in the rural areas of the county. For policymakers, this highlights the importance of addressing affordability barriers and ensuring that opportunities to buy a home are not limited by income, minority status, or other protected characteristics.

Below we examine Seminole County's homeowner profile by protected class, for those that have readily available data.

Homeownership Rates by Protected Class

Minoritized Populations

Homeownership Rates by Minoritized Populations		
Race/Ethnicity	**Owner-Occupied Housing Units**	**Percent Owner-Occupied Housing Units**
Total Owner-Occupied Units	187,248	66.2
White	121,102	64.7
Black or African American	20,845	11.1
American Indian and Alaska Native	331	0.2
Asian	8,198	4.4
Native Hawaiian and Other Pacific Islander	117	0.1
Some other race	9,428	5.0
Two or more races	27,227	14.5
Hispanic or Latino origin	39,148	20.9

Source: 2024 ACS Five-Year Estimates (Table S2502).

As shown in the table, homeownership rates vary by race and ethnicity, but data shows that the White race/ethnicity experiences the highest rates of homeownership in Seminole County at 64.7%. There is also representation of Hispanic homeowners at 20.9%, which is consistent with the county's population trends.

Historically in the United States, there has been a significant homeownership gap between minoritized populations and White counterparts. Black, Hispanic, and Native American households tend to have lower homeownership rates. Studies show that Black Americans are more likely to face barriers to homeownership, including lower credit scores and less access to home loans, even when there is consideration for income and other factors.

A key driver of the homeownership gap is income disparities. Higher-income households are more likely to afford the upfront costs of homeownership (e.g., down payments, closing costs) and have the financial stability to maintain a mortgage over time. Lower-income households often face higher barriers to entry, including difficulty saving for a down payment, access to affordable financing, and being excluded from more desirable neighborhoods due to rising home prices.

Age

Homeownership Rates by Age		
Total Owner-Occupied Units	187,248	66.2
Under 35 years	34,612	18.5
35 to 44 years	35,997	19.2
45 to 54 years	34,458	18.4
55 to 64 years	35,138	18.8
65 to 74 years	27,620	14.8
75 to 84 years	14,492	7.7
85 years and over	4,931	2.6

Source: 2024 ACS Five-Year Estimates (Table S2502).

Householders under age 35 represent 18.5% of homeowners, while those ages 35 to 44 (19.2%), 45 to 54 (18.4%), and 55 to 64 (18.8%) each account for relatively similar shares. This indicates that homeownership is most concentrated among working-age adults, likely reflecting peak earning years and greater access to mortgage financing. From a housing access perspective, this suggests that younger adults may face barriers to entry into homeownership—such as student loan debt, rising home prices, stricter underwriting standards, and limited accumulated wealth.

The decline in homeownership after age 65 (14.8% for ages 65–74, 7.7% for 75–84, and 2.6% for 85+) reflects both demographic patterns and life-cycle transitions. Older adults may downsize, transition to rental housing, move into assisted living, or experience the loss of a spouse. Fair housing implications for these age groups include ensuring accessibility, reasonable accommodations for individuals with disabilities, and protection from discrimination in lending, insurance, or housing placement. Because disability prevalence increases with age, enforcement

of accessibility requirements and reasonable accommodation provisions becomes particularly important for residents 65 and older.

Overall, the relatively balanced distribution among working-age households suggests stable access to ownership during prime earning years, but the lower share among younger households may indicate entry barriers that could disproportionately affect first-time buyers and historically underserved populations. From a housing access standpoint, this data supports strategies such as down payment assistance, credit access programs, aging-in-place initiatives, and enforcement of reasonable accommodation requirements to ensure equitable housing opportunity across the life cycle.

Familial Status

Homeownership Rates by Familial Status		
Total Owner-occupied housing units:	187,248	66.2
With related children of the householder under 18:	37,909	20.2
With own children of the householder under 18:	34,816	18.6
Under 6 years only	6,044	3.2
Under 6 years and 6 to 17 years	4,826	2.6
6 to 17 years	23,946	12.8
No own children of the householder under 18	3,093	1.7
No related children of the householder under 18	86,047	45.9

Source: 2024 ACS Five-Year Estimates (Table B25012).

The homeownership rates by familial status indicate important fair housing considerations related to households with children. Households with related children under age 18 account for 20.2% of homeowners, and those with the householder's own children under 18 represent 18.6%. Within this group, 3.2% have only children under age 6, 2.6% have children both under 6 and ages 6–17, and 12.8% have children ages 6–17 only. In contrast, 45.9% of homeowners have no related children under 18.

From a housing access perspective, these figures highlight the continued relevance of protections based on familial status under the Fair Housing Act. Familial status—defined as households with children under 18—is a protected class, meaning families with children must have equal access to homeownership opportunities. The fact that less than one-quarter of homeowners are households with children may suggest potential barriers such as housing affordability constraints, limited availability of family-sized units, restrictive occupancy policies, zoning limitations, or lending practices that disproportionately affect families.

The relatively small share of homeowners with very young children (under age 6) may further indicate challenges for first-time homebuyers in early child-rearing years, when incomes are often lower and childcare costs are higher. Ensuring equitable access to mortgage credit, sufficient

supply of affordable multi-bedroom homes, and non-discriminatory homeowners' association or occupancy rules is critical to fair access to homeownership.

Overall, the data underscores the importance of monitoring whether families with children have comparable access to safe, affordable, and stable homeownership opportunities and whether local housing policies support inclusive, family-friendly neighborhoods rather than unintentionally excluding households with children.

Individuals with Disabilities

While there is not readily available data to demonstrate homeownership rates for individuals with disabilities, historically rates tend to be low nationwide. Freddie Mac reports, "when compared to the general public, renters and homeowners with disabilities report 1.7-times less annual income, which results in these individuals spending a far greater percentage of their incomes on housing costs" and adds that 40% of renters with disabilities spend more than half their income on housing costs. This significantly decreases homeownership opportunities for individuals with disabilities living in Seminole County.

The issue of low homeownership rates for individuals with disabilities is a significant and multifaceted concern, rooted in both financial barriers and accessibility challenges. Many individuals with disabilities face lower levels of income due to challenges in finding stable employment or earning a livable wage. This makes it harder to save for a down payment or qualify for a mortgage. Individuals with disabilities often face higher living expenses related to medical care, assistive devices, and home modifications, which reduces their ability to save or invest in homeownership.

Government policy can inadvertently create barriers to homeownership for individuals with disabilities due to various factors. Many subsidy programs providing housing assistance to individuals with disabilities focus on rental assistance rather than homeownership and limit funding or availability of homeownership-specific assistance programs, leaving individuals with disabilities reliant on broader, often less accessible, financial resources.

Individuals with disabilities also often worry about the loss of benefits when looking to purchase a home. Programs like Supplemental Security Income (SSI) impose strict asset limits to qualify for benefits. Owning a home or saving for a down payment may disqualify individuals from receiving essential disability benefits, therefore discouraging homeownership.

National Origin

Approximately 15% of Seminole County's total population is foreign born with 61.8% being naturalized citizens. Foreign-born and naturalized citizens often face distinct structural and market barriers that can impact access to homeownership, even when income and credit profiles are similar to native-born households.

Naturalized citizens generally have full legal access to mortgage products and federal programs; however, they may still encounter challenges such as limited U.S. credit history, shorter employment tenure, language barriers, and reduced familiarity with the homebuying process. These factors can affect loan underwriting, debt-to-income ratios, and overall mortgage approval rates. Additionally, immigrant households are more likely to work in industries with variable or self-employment income, which can complicate documentation requirements.

Beyond financing eligibility, foreign-born households may also face informational barriers, limited intergenerational wealth for down payments, and potential discriminatory practices in housing or lending markets. These dynamics can contribute to lower homeownership rates among certain immigrant populations and may concentrate households in rental housing.

From a housing access perspective, because national origin is a protected class under the Fair Housing Act, policies or practices that disproportionately burden foreign-born households—intentionally or unintentionally—warrant careful review. Seminole County should consider outreach in multiple languages, credit-building programs, flexible underwriting support, and culturally competent housing counseling to promote equitable access to ownership opportunities.

C. ACCESS TO ECONOMIC OPPORTUNITY

The housing and economic ecosystems are deeply interconnected, each playing a critical role in supporting fair housing choice and promoting financial stability. Access to stable, affordable housing and economic security are mutually reinforcing; a strong economic foundation helps individuals and families secure safe housing, while stable housing enables people to pursue economic opportunities and long-term financial goals.

This section explores key factors that directly contribute to financial security and impact housing stability. These factors include:

- ✓ **Livable Wages:** Earning a livable wage is foundational to maintaining stable housing. Without sufficient income, families struggle to meet housing costs, leading to higher housing insecurity and an increased risk of eviction or foreclosure. Livable wages provide individuals with the economic resilience needed to afford and sustain housing over the long term.

- ✓ **Mortgage Services:** Access to transparent, fair mortgage services allows individuals and families to finance home purchases on equitable terms. Fair mortgage practices ensure that people from all backgrounds can secure homeownership opportunities without facing discriminatory or predatory lending practices that threaten housing stability.

- ✓ **Fair and Affordable Credit:** Credit access influences a household's ability to secure housing, make necessary repairs, and withstand financial hardships. Fair, affordable credit ensures that people can access loans and lines of credit on equal terms, avoiding exploitative interest rates and fees that can destabilize financial security.

- ✓ **Financial Counseling:** Financial education and counseling provide people with tools to make informed decisions about budgeting, saving, and managing debt. Financial counseling empowers individuals with the knowledge to build financial resilience, prepare for homeownership, and manage their housing expenses effectively.

- ✓ **Fair Appraisals:** Property appraisals that accurately reflect market value without bias are essential to fair housing choice. Fair appraisals ensure that individuals are not unfairly penalized due to racial or socioeconomic factors, protecting wealth-building opportunities for homeowners and promoting equitable access to housing finance.

Livable Wage Jobs

Employment and wage patterns in the Orlando metropolitan area provide important context for understanding housing affordability pressures in Seminole County. While the regional average hourly wage across all occupations is $28.95, the occupations with the highest employment, those that collectively represent a large share of the local workforce, are concentrated in moderate- and lower-wage sectors. This highlights a key housing equity challenge: many full-time workers are

employed in essential jobs to the region's economy but may not earn wages sufficient to keep pace with rising housing costs.

The tables also show that several of the region's lowest-paid occupations overlap with high-employment sectors, reinforcing the scale of the affordability challenge. Occupations such as personal care and service, food preparation and serving, building and grounds maintenance, and healthcare support are among the lowest-paid categories, yet they employ thousands of workers and provide services that are critical to community functioning. These workers may face the greatest affordability pressures, as wages in the mid-to-high teens per hour leave households with limited capacity to absorb rent increases, cover upfront move-in costs, or build savings for emergencies.

At the same time, a smaller share of the workforce is employed in higher-paying fields such as management, business and financial operations, and healthcare practitioners and technical occupations, where average hourly wages are significantly higher. This gap between high-wage and low-wage occupations reflects a widening affordability divide, where higher-wage households have greater access to homeownership and opportunity-rich neighborhoods.

These patterns demonstrate that the housing affordability challenge in Seminole County is not solely the result of individual household circumstances but is strongly shaped by regional labor market conditions. As housing costs continue to rise, ensuring access to stable housing will require strategies that align housing and economic opportunity, such as preserving affordable rental units, expanding income-restricted housing options, strengthening rental assistance and stabilization programs, and supporting pathways to higher-wage employment and workforce advancement.

2024 Employment and Wages of Top Occupations With Highest Employment in Orlando, FL Metropolitan Area

Occupation	Employment %	Average Hourly Wage
Total all occupations	100	$28.95
Average Wage of 10 Highest Employment Occupations	-	**$30.20**
Office and Administrative Support Occupations	11.8	$22.27
Transportation and Material Moving Occupations	8.9	$22.74
Food Preparation and Serving Related Occupations	8.8	$17.47
Sales and Related Occupations	8.7	$23.30
Management Occupations	7.1	$60.03
Business and Financial Operations Occupations	6.7	$41.30
Healthcare Practitioners and Technical Occupations	6.2	$47.92
Educational Instruction and Library Occupations	5.8	$26.18

Production Occupations	5.7	$21.59
Healthcare Support Occupations	4.8	$19.20

Source: U.S. Bureau of Labor Statistics

2024 Employment and Wages of Lowest Paid Occupations in Orlando, FL Metropolitan Area		
Occupation	**Employment %**	**Average Hourly Wage**
Total all occupations	100	$28.95
Average Wage of 10 Lowest Paid Occupations	**-**	**$19.89**
Personal Care and Service	2.0	$16.04
Farming, Fishing, and Forestry	0.3	$16.58
Food Preparation and Serving Related	8.8	$17.47
Building and Grounds Cleaning and Maintenance	2.9	$17.84
Healthcare Support	4.8	$19.20
Production	5.7	$21.59
Office and Administrative Support	11.8	$22.27
Transportation and Material Moving	8.9	$22.74
Sales and Related	8.7	$23.30
Protective Service	2.4	$23.48

Source: U.S. Department of Labor Statistics

Mortgage Services and Other Financial Institutions

Access to mortgage services and other financial institutions is critical because housing stability and housing choice are shaped not only by income, but also by whether households can access fair and affordable financial products. In Seminole County's competitive housing market, access to baking, credit, and mortgage lending helps residents qualify for housing, overcome upfront costs, and pursue homeownership as a pathway to long-term stability and wealth-building. These services also support renters and homeowners through financial counseling, budgeting tools, and assistance that can prevent setbacks from becoming housing crises. Ensuring access to mortgage lending and financial services is therefore an important strategy for reducing displacement risk and advancing housing access across the County.

Local/Regional Credit Unions

- Addition Financial Credit Union – Retail banking, auto loans, credit cards, and mortgage lending; multiple Central Florida branches, including Lake Mary.
- FAIRWINDS Credit Union – Personal and business banking with a focus on financial wellness tools, accounts, loans, and digital services.
- Orlando Credit Union – Checking/savings, credit cards, vehicle loans, and mortgage lending; services Seminole County residents.
- McCoy Federal Credit Union – Central Florida credit union serving multiple counties (including Seminole), offering standard banking and loan products.
- VyStar Credit Union – Large Florida-based credit union offering personal/business banking, consumer loans, and branch access in Central Florida (including Altamonte Springs).
- MIDFLORIDA Credit Union – Offers consumer banking services, lending, and branch access in the Seminole/Altamonte area.

National Banks with Local Branches

- Bank of America – Full-service banking, mortgage lending, and financial center access in areas like Altamonte Springs and Sanford.
- TD Bank – Full-service bank with extended branch hours, consumer accounts plus common in-branch services and lending support.
- Truist – Full-service banking with local bank access.
- Regions Bank – Local branch network in Seminole County with full-service banking and appointments available.

Florida/Regional Banks

- Seacoast Bank – Florida-based bank offering deposits, lending solutions, and in-branch support.
- United Community Bank – Regional bank presence in Lake Mary, providing banking and lending services.
- First Horizon Bank – Regional bank with local branch access (Longwood area) providing consumer and business banking services.

Specialty Mortgage/Home Lending Providers

- Orlando Credit Union – Offers mortgage products alongside member banking.
- Additional Financial – Provides consumer lending and local branch support in the area.

Fair and Affordable Credit

Fair and affordable credit is essential to housing stability because credit history and access to reasonable borrowing terms influence whether households can rent a unit, qualify for a mortgage, or secure financing for basic housing-related costs. In Seminole County's high-cost market, residents with limited or damaged credit may face higher deposits, loan denials, or predatory lending options that make it harder to maintain stable housing. Access to fair credit products and credit-building opportunities helps households manage emergencies, reduce financial stress, and improve long-term housing outcomes.

Reputable Financial Counseling Services

Access to reputable financial counseling services in Seminole County is vital for advancing housing equity because it helps individuals from all backgrounds, especially those in underserved communities, overcome financial barriers to stable, affordable housing.

Financial counseling prepares individuals for homeownership by helping them improve credit scores, manage debt, and save for down payments. This is particularly important for people in historically marginalized communities, who may face systemic obstacles in obtaining mortgage approval. Counseling empowers clients to understand and access fair mortgage options, reducing the likelihood of falling into predatory lending schemes that have historically targeted low-income and minority buyers.

Financial counseling can help current homeowners avoid foreclosure by providing support through budgeting, crisis management, and, when necessary, loan modification negotiations. This is critical to maintaining stability and preventing displacement, particularly in communities vulnerable to gentrification and economic pressures. It can also help renters and homeowners alike manage finances to stay current on rent or mortgage payments, reducing evictions and displacement in areas where affordable housing is scarce.

Many rental applications require credit checks, and low credit scores can be a barrier to quality housing. Financial counseling helps renters build or improve credit, expanding access to better housing options and reducing reliance on substandard housing. Counselors work with individuals to build emergency savings, which can cover expenses like security deposits, moving costs, or unexpected repairs. This financial resilience helps renters secure stable housing and avoid high-interest loans.

Financial counselors educate clients about their rights as tenants and homeowners, including protection from discriminatory lending and predatory leases. For individuals in low-income or minority communities, counseling can protect against exploitative lenders by educating clients on fair lending practices and guiding them toward reputable financial products.

Homeownership is a key driver of wealth in the U.S., yet disparities in mortgage access and home valuations have long put Black, Latino, and other minority communities at a disadvantage. By supporting financial readiness, counseling services increase access to homeownership and equity-building opportunities, contributing to generational wealth transfer and closing racial wealth gaps. Financial counseling supports individuals in securing homes in diverse neighborhoods, promoting community reinvestment, and helping reduce property devaluation that often affects minority neighborhoods, thus supporting equitable home appreciation.

By guiding individuals on how to build savings, improve credit, and make long-term plans, counseling services create economic stability that enables mobility. Financially stable residents are less likely to be pushed out of neighborhoods due to rising costs or changing economies, which support lasting community stability and equity. Financial stability often leads to more active participation in community life, including advocacy for fair housing policies and investment in neighborhood resources, furthering housing equity for all residents.

Here are some of the organizations promoting financial health and resilience in the area:

1. The Seminole County Community Assistance (Prevention Assistance Program) provides short-term financial assistance for eligible residents facing housing instability, including rental/mortgage and utility (as funding allows).

2. Heart of Florida United Way supports financial stability efforts across Central Florida and connects residents to resources and services that strengthen household resilience.

3. GreenPath provides debt counseling, housing counseling, and financial education. Their certified counselors offer personalized plans to help clients achieve financial stability.

4. Bank on (via Heart of Florida United Way) helps residents access safe, affordable banking options (low/no-cost accounts) to reduce reliance on high-fee alternative financial services and support personal money management.

5. United Way 2-1-1 (Central Florida) is a referral and crisis support line connecting residents to financial assistance, housing support, and other stabilization resources.

6. American Financial Education Alliance (Seminole County Chapter) is a community-based financial education and wellness programming intended to improve financial literacy and stability.

HUD Approved Housing Counseling Agencies

At this time, there are two HUD-approved housing counseling agencies located directly within Seminole County. Residents can also access services from nearby agencies and national organizations that offer housing counseling, financial education, and related assistance.

Housing Counseling Agency	Address	Phone Number	Website
Community Legal Services or Mid-Florida	735 Primera Blvd, Lake Mary, FL 32746	(386) 255-6573	Legalaccessforall.org
Habitat for Humanity Seminole County Apopka	251 Maintland Avenue Altamonte Springs, FL 32701	(407) 696-5855	habitatseminoleapopka.org

Fair Residential Real Estate Appraisals and Valuations

Fair residential real estate appraisals and valuations directly affect whether a homebuyer can purchase a home, whether a homeowner can refinance or repair their home, and whether families can build wealth through homeownership. In a high-cost market, appraisal is often the deciding factor in whether a deal closes because lenders use the appraised value (not the contract price) to determine how much they will finance. If a home appraisal is lower than expected, buyers may be forced to bring more cash to closing, renegotiate the price, or lose the home altogether, thereby reducing access to homeownership opportunities.

Fair appraisals are also a housing access issue because undervaluation can disproportionately harm households and neighborhoods where property values have historically been suppressed. When homes in certain communities are consistently valued lower than comparable homes elsewhere, residents may face barriers to accessing home equity for repairs, accessibility modifications, or wealth-building investments. Unfair or inaccurate valuations can also limit the effectiveness of down payment assistance programs and make it harder for first-time homebuyers to compete. Ensuring fair and consistent appraisals supports stable homeownership, protects households from avoidable financial barriers, and strengthens equitable access to opportunity and long-term housing stability.

D. ACCESS TO COMMUNITY ASSETS

Access to community assets is a foundational component of housing equity because where a household lives directly influences its ability to thrive. In Seminole County, community assets such as quality schools, employment centers, healthcare services, public transportation, parks and recreation, grocery stores, and supportive services play a critical role in shaping residents' daily stability and long-term opportunity. When households have reliable access to these resources, they are more likely to experience improved educational outcomes, better health, stronger economic mobility, and greater housing stability.

However, community assets are not always evenly distributed across neighborhoods, and some residents, particularly low-income households, renters, seniors, persons with disabilities, and households facing language barriers, may have more limited access due to transportation constraints, cost barriers, or geographic isolation. These disparities can reinforce patterns of segregation, increase household vulnerability, and reduce access to opportunity-rich neighborhoods.

This section examines how access to key community assets varies across Seminole County and identifies where residents may experience gaps in services and opportunities. This analysis highlights the importance of aligning affordable housing strategies with neighborhood infrastructure, public services, and community-based support to ensure all residents have fair access to safe housing and opportunity.

Education

Access to quality education is one of the most important community assets because it shapes individual opportunity, strengthens neighborhoods, and supports long-term economic and social stability. Education equips people with the knowledge and skills needed to succeed in everyday life, including critical thinking, communication, and problem-solving. When residents have access to strong education opportunities, they are better positioned to pursue higher education or career pathways, make informed decisions, and contribute meaningfully to their communities. Education is also one of the most effective tools for reducing poverty because it increases access to better-paying jobs and supports upward economic mobility.

Equitable access to quality education is essential for addressing social and economic disparities. When children and families, regardless of race, income, disability status, or neighborhood, have access to the same high-quality learning opportunities, communities are better able to reduce gaps in income, health, and overall well-being. Higher education attainment also supports broader community benefits, including innovation, entrepreneurship, and workforce competitiveness.

Education strengthens civic life by contributing to a more informed and engaged population. People with higher levels of education are more likely to participate in activities such as voting, volunteering, and community leadership. It is also closely connected to improved health outcomes,

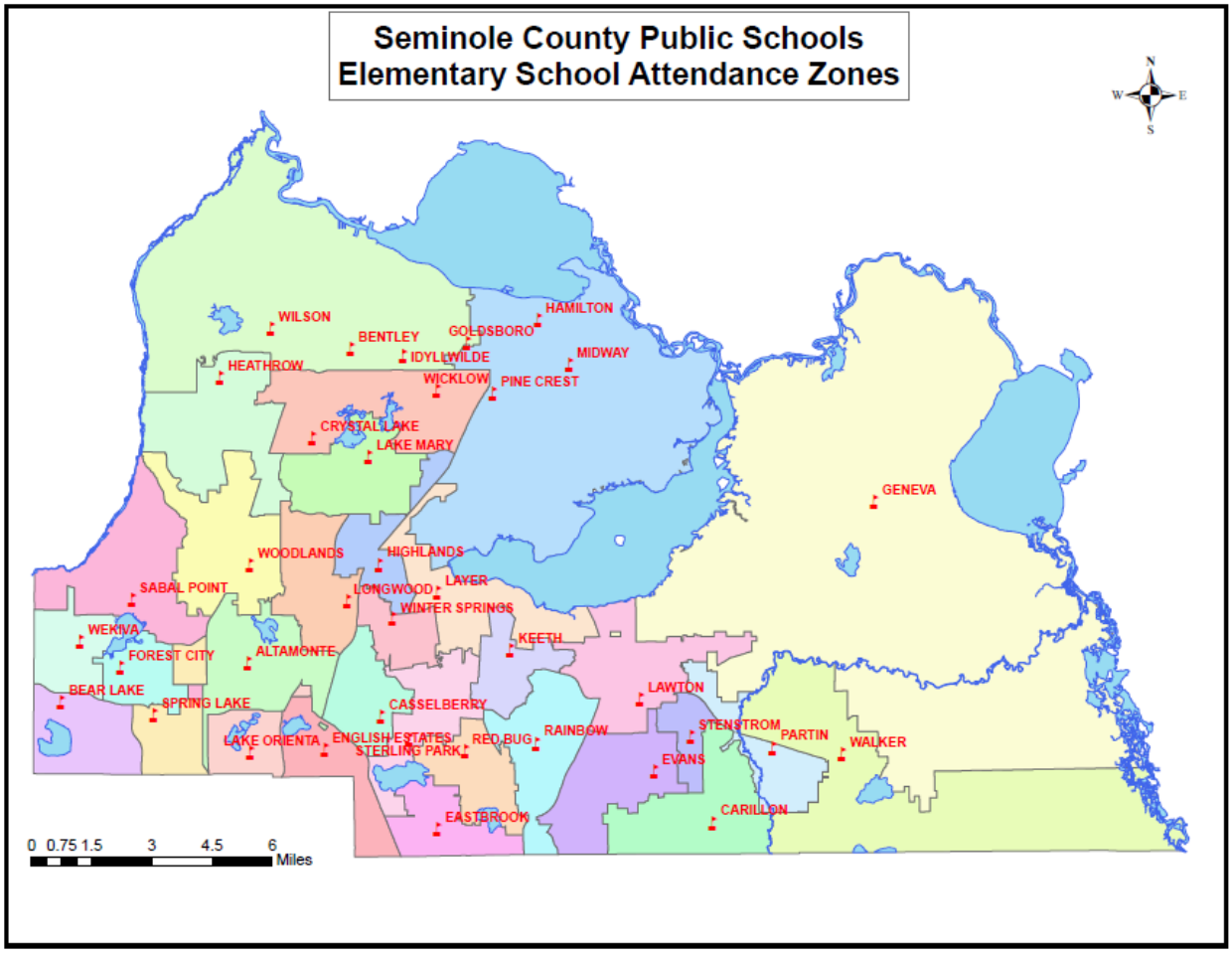
as individuals with more education often have better access to healthcare, a stronger understanding of health information, and a greater ability to maintain healthy lifestyles. In addition, communities with strong educational systems tend to experience greater neighborhood stability and lower crime, as education creates positive pathways and long-term opportunities.

Ultimately, access to quality education creates lasting impacts across generations. Families with educational opportunities today are more likely to support educational success for future generations, strengthening resilience and stability over time. Ensuring access to quality education is therefore critical not only for individual achievement but also for building a healthier, more equitable, and more prosperous community.

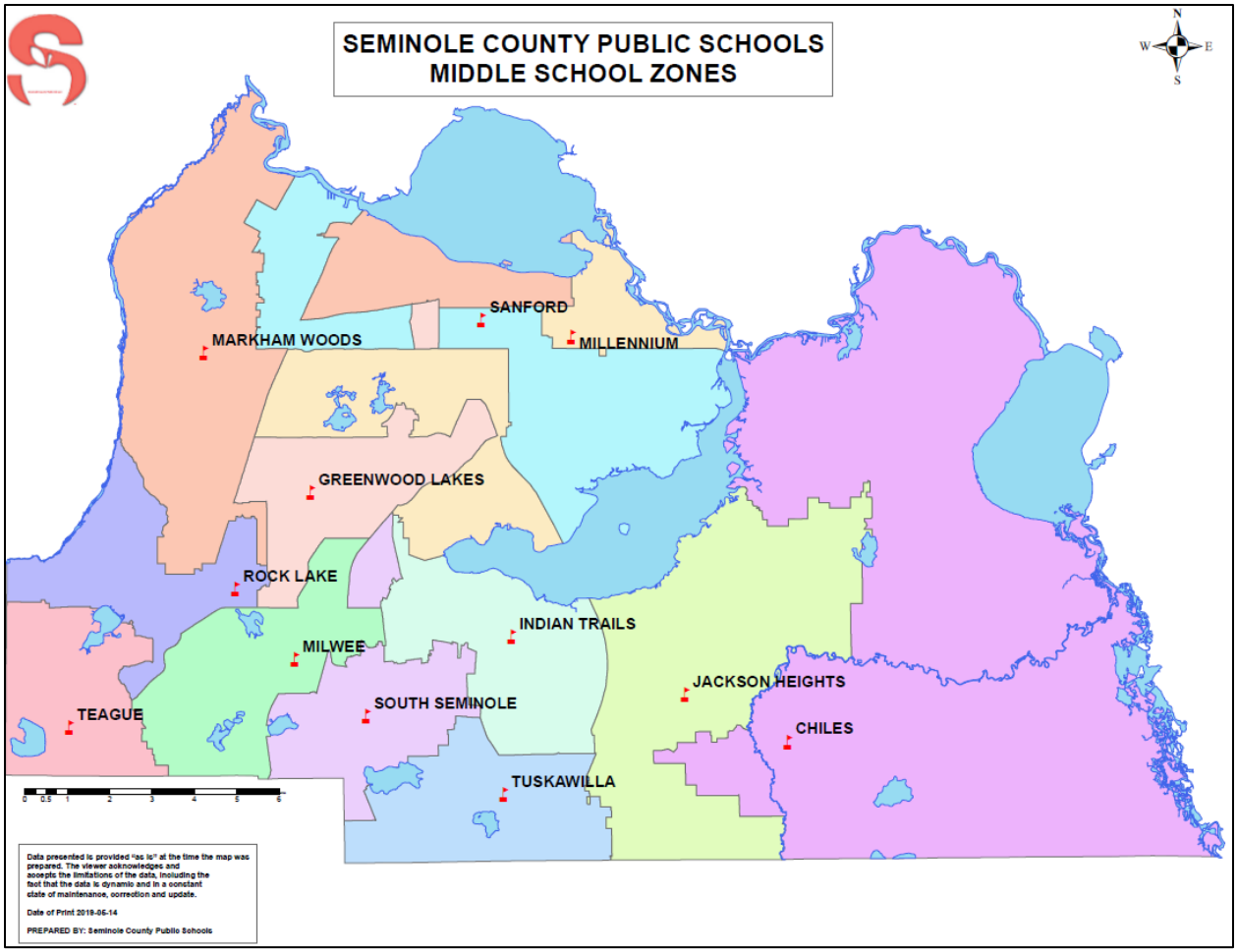
Seminole County Public Schools (SCPS) is the public school district serving Seminole County and is one of the larger school districts in Central Florida. The district provides PreK-12 education and includes a mix of elementary, middle, and high schools, along with specialty options such as magnet programs, career and technical education pathways, and additional student support services.

SCPS is an important community asset because it supports family stability and long-term economic opportunity by helping students build academic skills, prepare for college or careers, and access extracurricular and enrichment opportunities. This district also works with families through services such as Exceptional Student Education (ESE), English Language Learner (ELL/ESOL) supports, school choice options, and student wellness resources, which can be especially important for households facing barriers such as disability, limited English proficiency, or housing instability.

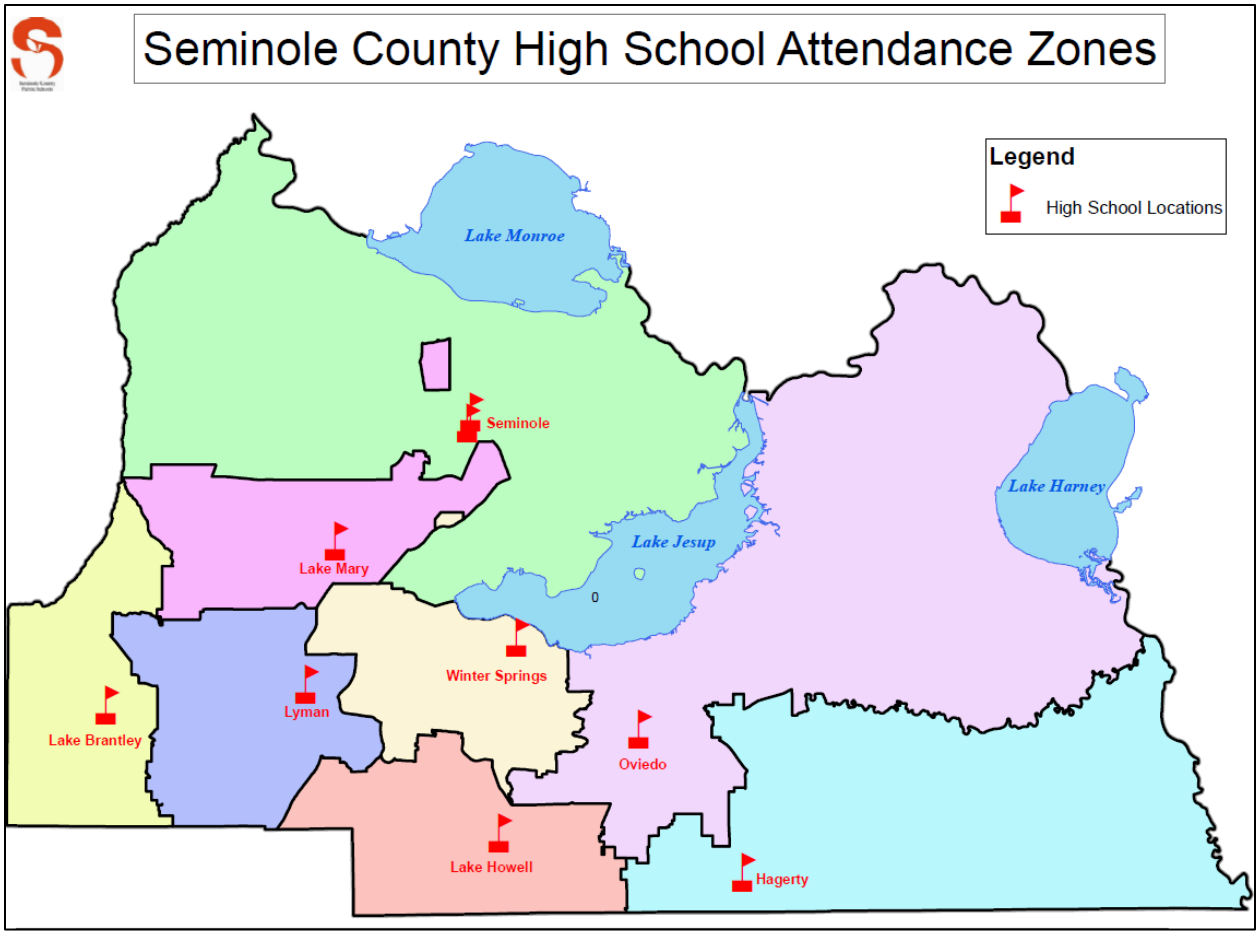
Below are detailed layouts of school zones within Seminole County.



Source: 2025 Seminole County Public Schools



Source: 2025 Seminole County Public Schools

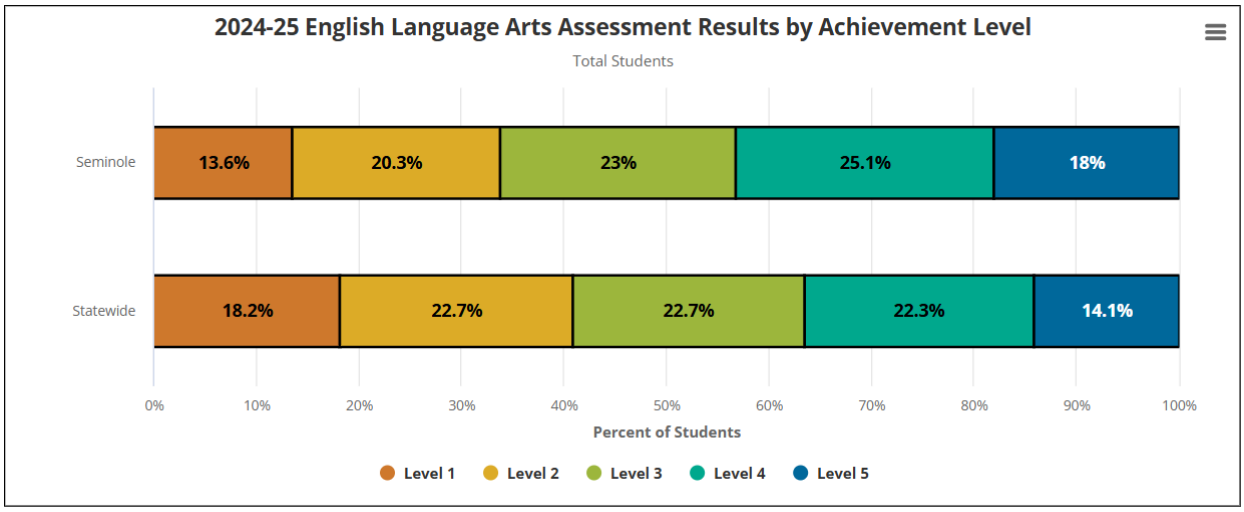


Source: 2025 Seminole County Public Schools

School Proficiency and Demographics

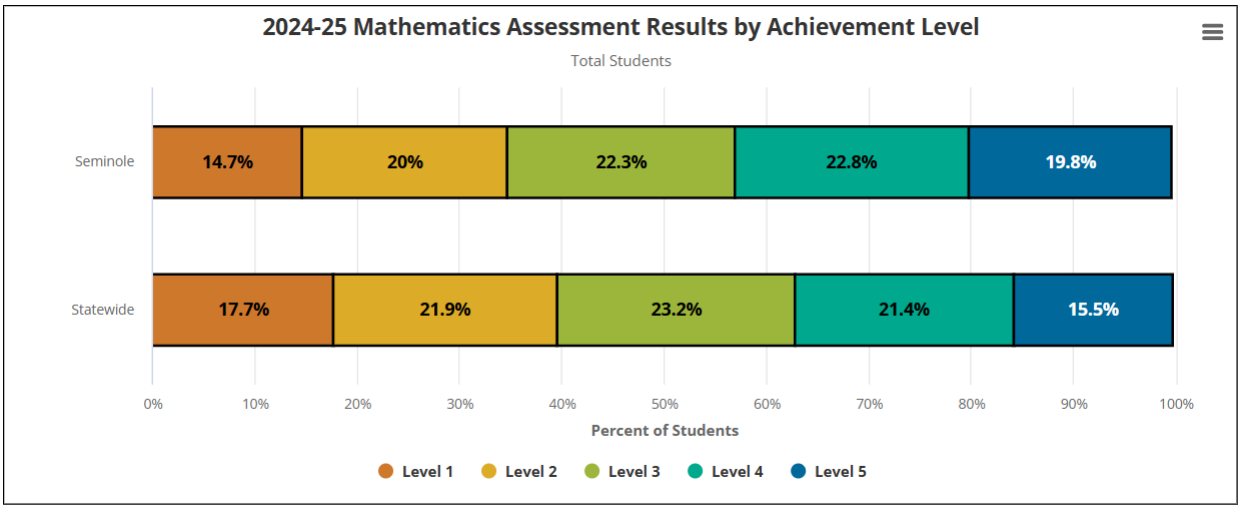
School proficiency refers to the academic achievement students demonstrate in core subjects, such as English Language Arts, Mathematics, Science, and Social Studies, measured through standardized testing. It indicates how well students have mastered the knowledge and skills set by educational standards for their grade level. School proficiency is often used as a benchmark to assess individual student performance and the overall quality of education a school or district provides.

Seminole County's 2024-2025 English Language Arts assessment results show strong overall performance compared to the statewide distribution. Seminole has a higher share of students scoring at the upper achievement levels, with 43.1% performing at Levels 4-5, compared to 36.4% statewide. Seminole also has a smaller share of students in the lowest achievement level, with 13.6% at Level 1, compared to 18.2% statewide. These results indicate that Seminole County students are performing well in ELA, while continued targeted support can help strengthen outcomes for students who remain below proficiency.



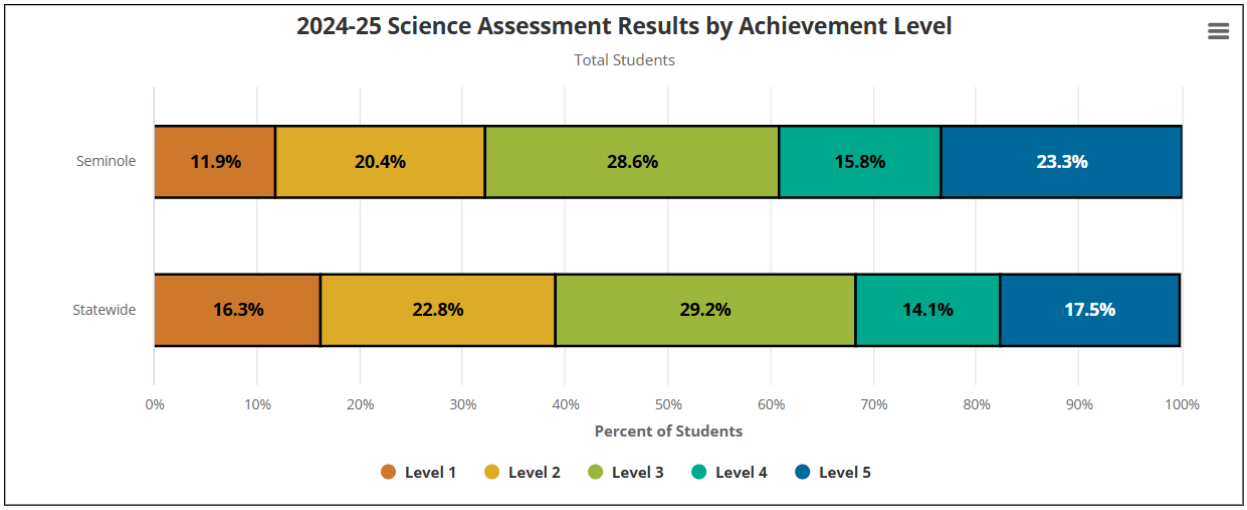
Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

The County's 2024-2025 Mathematics assessment results who strong performance compared to statewide outcomes. Seminole has a higher share of students performing at the top achievement levels, with 42.6% scoring at Levels 4-5, compared to 36.9% statewide. The results show that students in Seminole County are performing well in math.



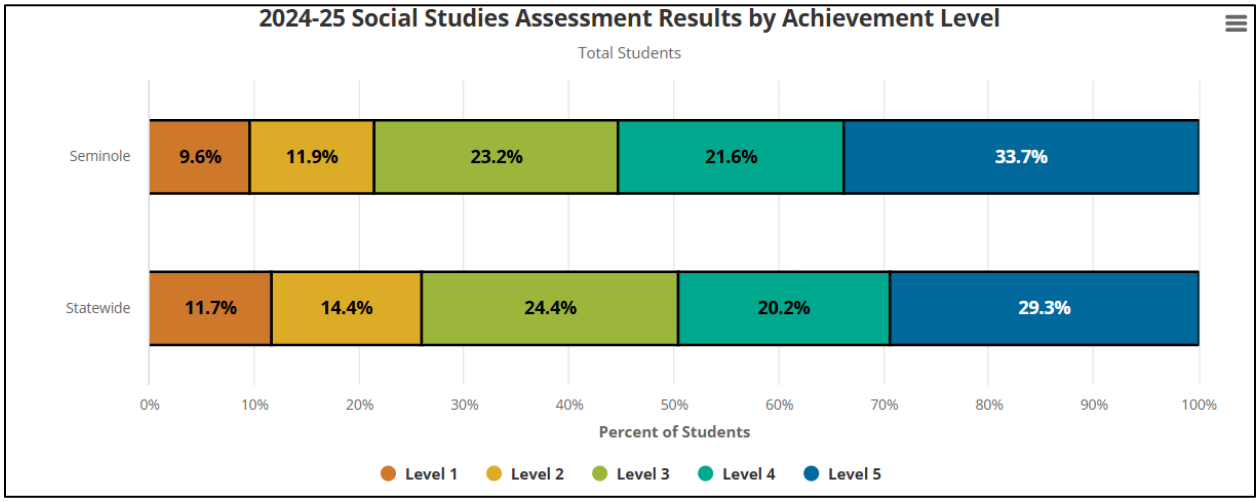
Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Seminole County's science assessment results reflect strong student achievement, with a noticeable number of students reaching advanced performance levels. Nearly 4 out of 10 students scored at Levels 4-5, exceeding the statewide total. Seminole also has fewer students in the lowest performance category, with 11.9% scoring at Level 1. The data suggest that Seminole County students are well-positioned in science.



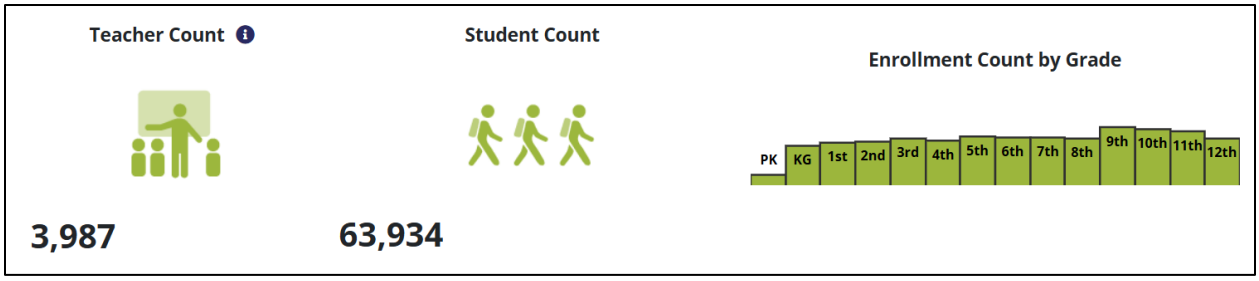
Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

The County performs well in Social Studies, especially at an advanced level. A larger share of students scored at Level 5 than the statewide rate. Seminole also has a smaller proportion of students performing at Level 1 than Florida as a whole, which signals positive momentum in overall proficiency.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

SCPS serves a large student population and represents a major community asset for families across the County. The district currently supports almost 64,000 students across grade levels and employs about 3,987 teachers, reflecting a substantial educational system with broad reach. This scale highlights the important role SCPS plays in connecting children and families to academic opportunity, daily stability, and long-term success.



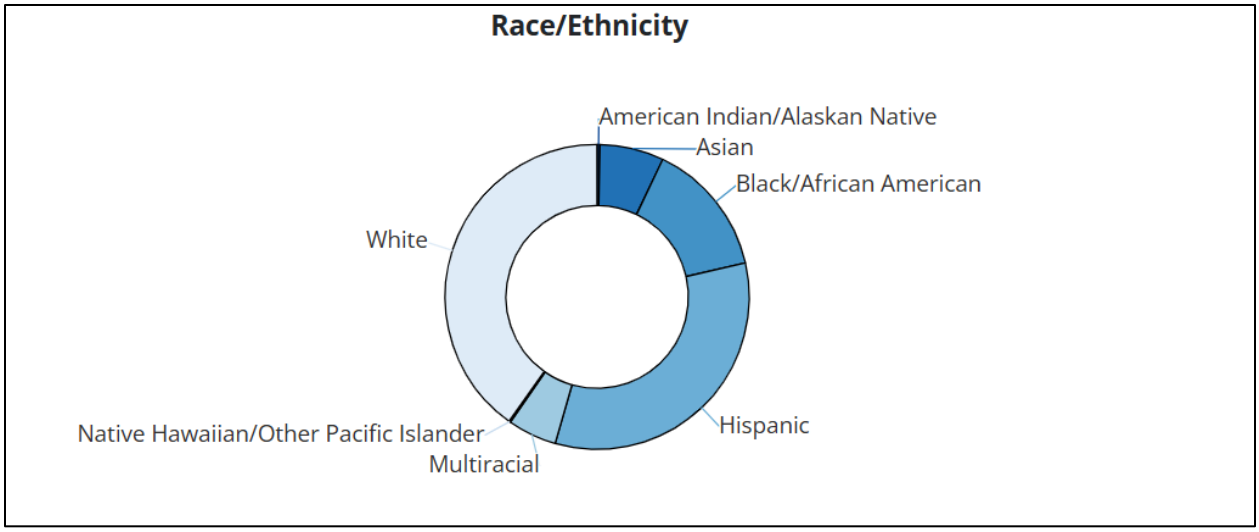
Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Demographic Enrollment and Absentee Rates

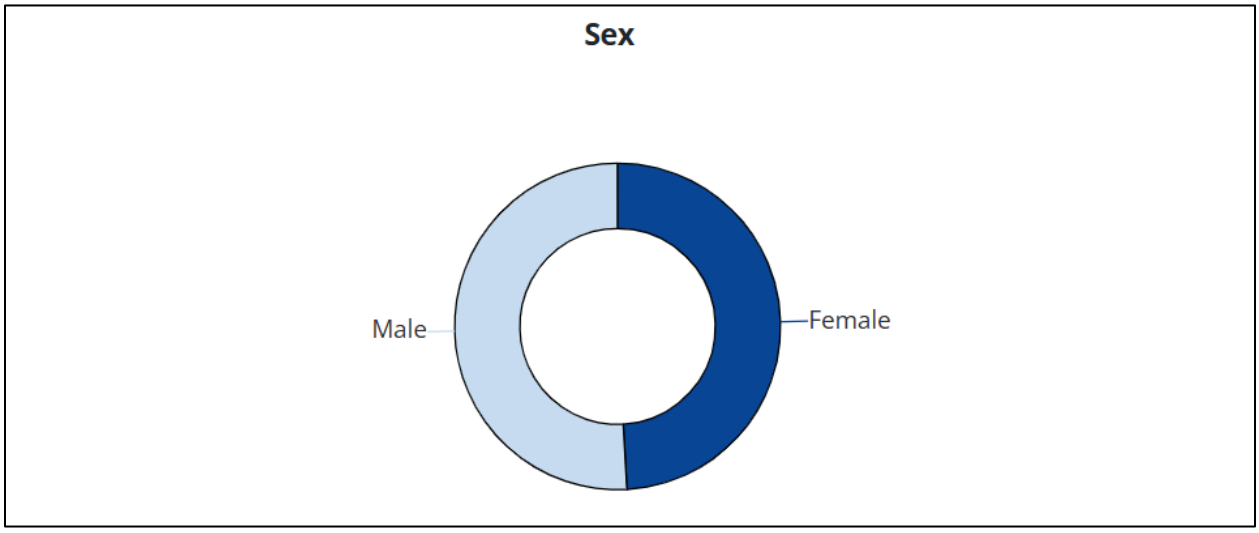
Student demographics and attendance trends provide important context for understanding educational opportunities for Seminole County. Enrollment characteristics such as race/ethnicity, economic disadvantage, English language learner status, disability status, and housing instability help identify where students may face additional barriers to academic success. Attendance patterns, especially chronic absenteeism, are also a key indicator of school stability, as missed instructional time can reflect challenges such as transportation gaps, health needs, family mobility, or housing insecurity.

Key highlights from the 2024-2025 school district report card include:

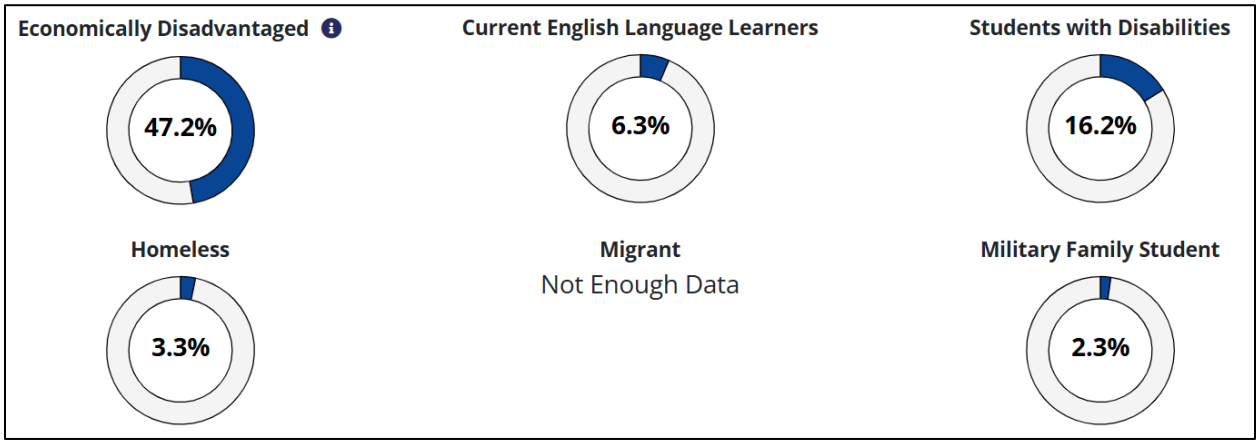
- Racial and ethnic diversity is significant, with the student population including White, Hispanic, Black/African American, Asian, multiracial, and other groups, reflecting Seminole County's broader demographic shifts.
- Nearly half of students (47.2%) are identified as economically disadvantaged, highlighting the importance of support services that reduce barriers to learning.
- Students with disabilities represent 16.2% of enrollment, emphasizing the value of inclusive services, accessibility, and strong school-based supports.
- Current English Language Learners make up 6.3%, reinforcing the need for language-accessible learning supports and family engagement.
- A portion of students are identified as homeless (3.3%), which is an important indicator of housing instability impacting educational continuity.
- Military-connected students account for 2.3%, reflecting the presence of families who may experience mobility and transition-related needs.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

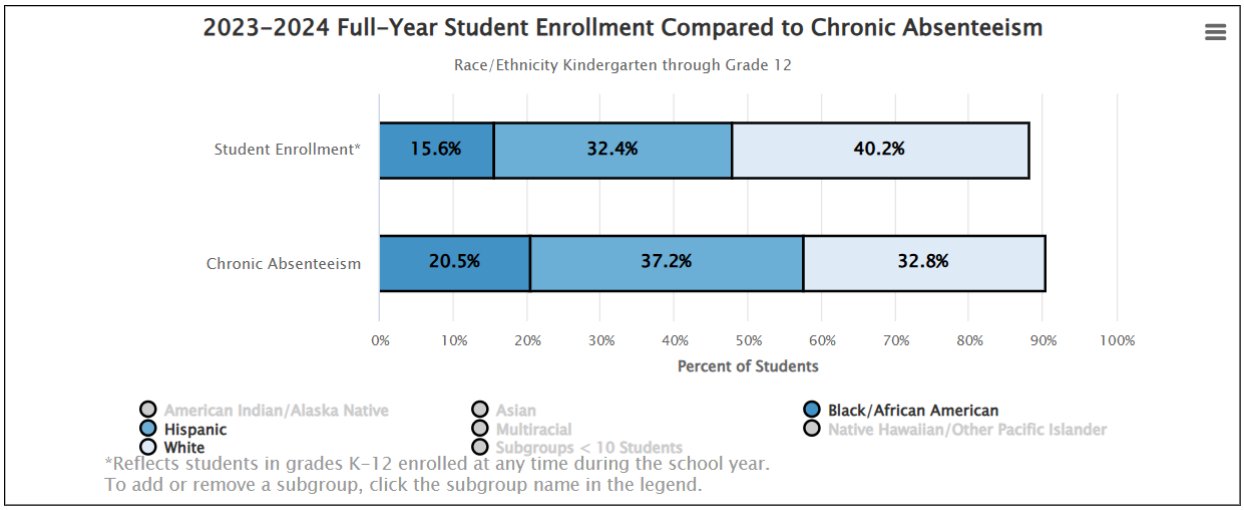


Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

The next four charts compare student enrollment to chronic absenteeism. Chronic absenteeism is a critical issue in schools because it directly impacts students' academic success, social development, and future opportunities. Chronic absenteeism is typically defined as missing 10% or more of school days for any reason, including both excused and unexcused absences.

Race/Ethnicity

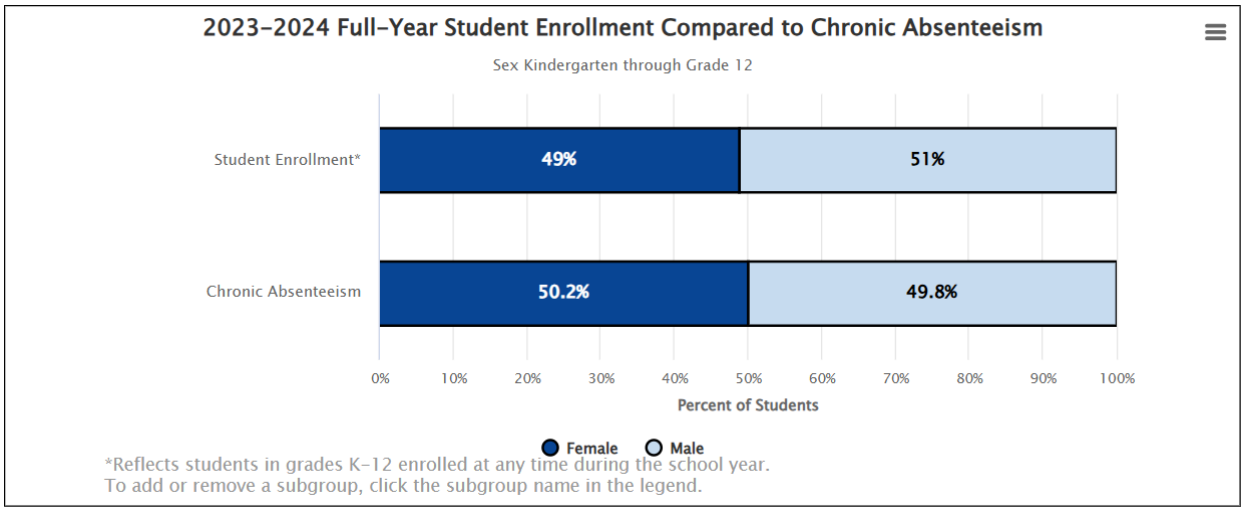
This chart compares Seminole County's overall student enrollment by race/ethnicity to the distribution of students experiencing chronic absenteeism. Black/African American students account for a larger share of chronic absenteeism than their share of overall enrollment, indicating higher absenteeism impacts within this group. Hispanic students also represent a slightly higher share of chronic absenteeism compared to their share of enrollment.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Sex

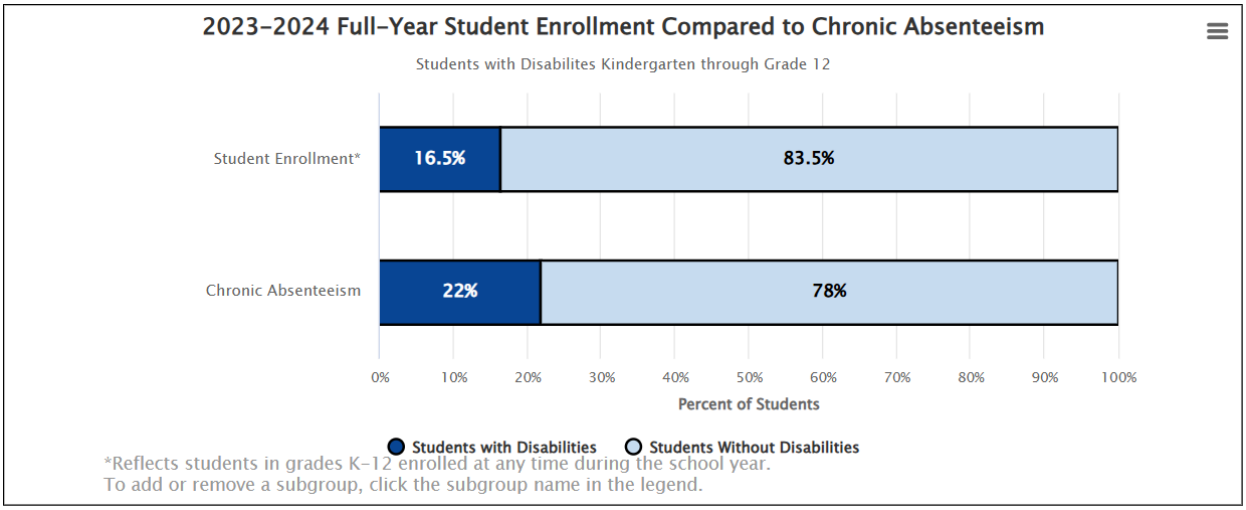
The following chart shows that Seminole County's student enrollment is fairly balanced by sex, and chronic absenteeism follows a similar pattern. This suggests that attendance challenges are more closely tied to other factors such as household stability, student needs, and access to supports rather than sex alone.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Disability Status

This chart shows that students with disabilities represent 16.5% of Seminole County's full-year enrollment, but make up a larger share of students experiencing chronic absenteeism (22%). In contrast, students without disabilities account for 83.5% enrollment and 78% chronic absenteeism. Overall, this pattern suggests that students with disabilities may face additional barriers that affect consistent attendance, such as health-related needs, transportation challenges, or service coordination requirements.

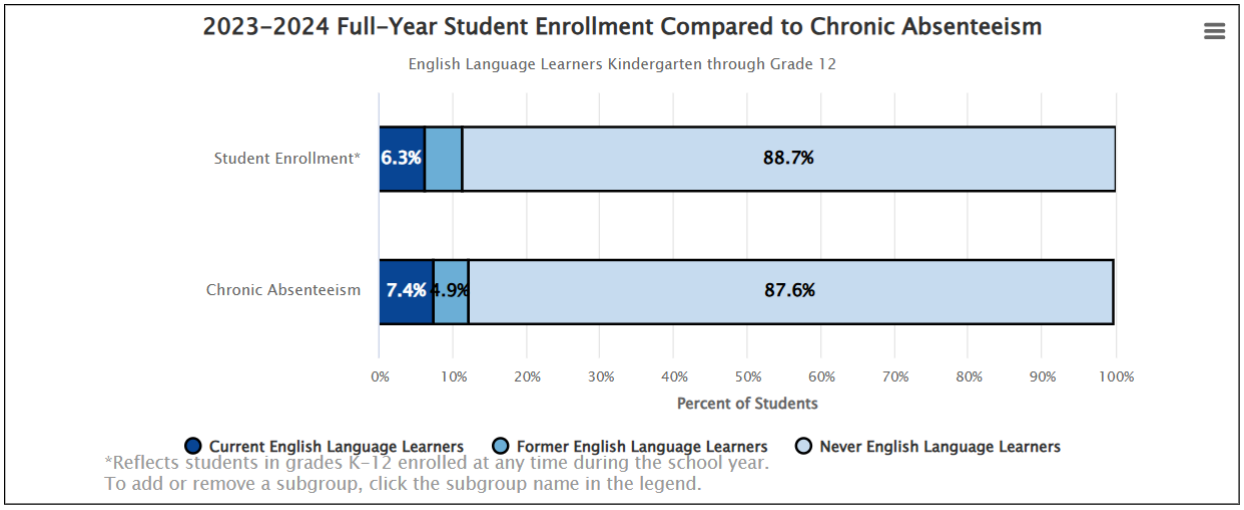


Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

English Language Learners

Current English Language Learners (ELL) represent a small share of Seminole County's overall enrollment (6.3%) and account for a slightly higher share of chronic absenteeism (7.4%). Former English Language Learners represent an additional segment of the student population and account

for 4.9% of students experiencing chronic absenteeism. Overall, these patterns suggest that multilingual students may face some additional attendance barriers, but the differences are relatively modest. Continued language-accessible communication, family engagement, and supportive services can help strengthen attendance stability and improve outcomes for English learners across the district.

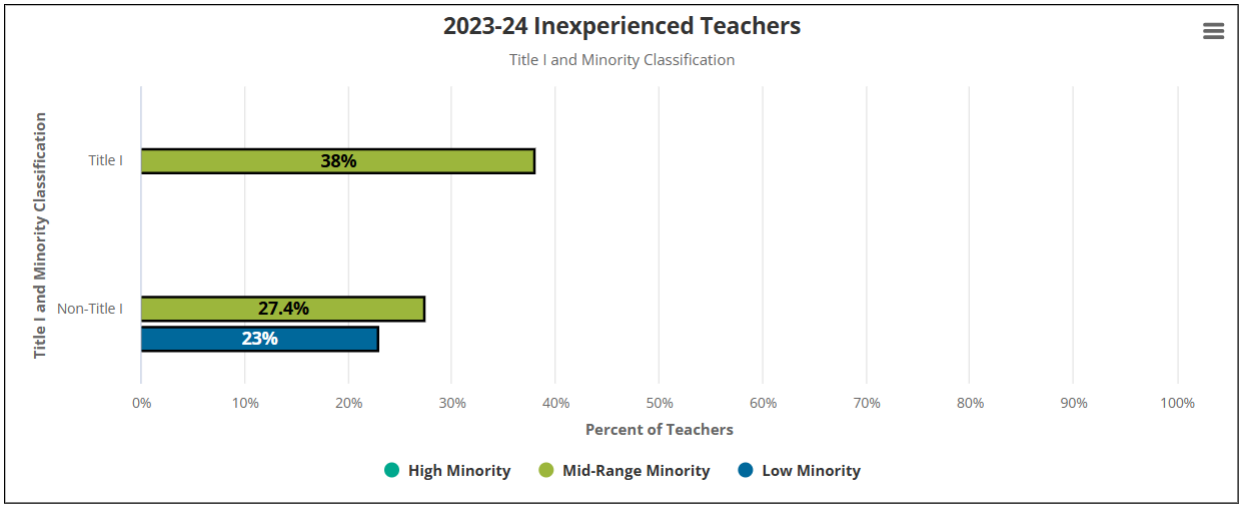


Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Disparities in Education

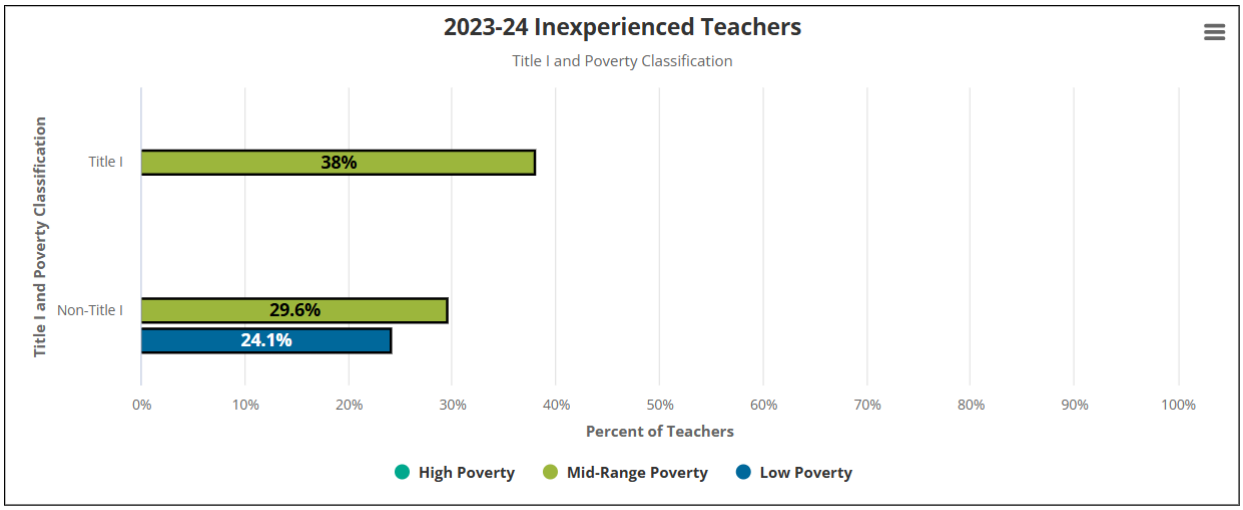
While Seminole County Public Schools demonstrates strong overall performance, student outcomes are not experienced equally across all groups. Differences in proficiency and attendance rates can reflect gaps in access to opportunities, including household income, housing stability, disability status, language barriers, transportation, and access to academic support. Understanding where disparities exist helps the County and its partners focus resources where they can have the greatest impact. Addressing these gaps strengthens educational outcomes for students most affected while supporting broader goals of long-term stability, economic mobility, and community resilience.

This chart highlights differences in teacher experience across Seminole County schools based on Title I status and minority classification. Title I schools have a higher share of inexperienced teachers (38%) than non-Title I schools, which range from 23% to 27.4% depending on minority classification. While many schools maintain stable staffing, this pattern suggests an opportunity to strengthen educator retention and support in Title I environments. Targeted strategies such as mentorship, professional development, and recruitment incentives can help ensure that all students, regardless of school type, benefit from a strong, experienced teaching workforce.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

The next chart presents data on Inexperienced Teachers by Title I and Poverty Classification, comparing the percentage of inexperienced teachers in Title I and Non-Title I schools by the poverty level of the student population (High, Mid-Range, and Low Poverty). Title I schools in Seminole County have a higher share of inexperienced teachers (38%) compared to non-Title I schools, where the share ranges from 24.1% in low-poverty schools to 29.6% in mid-range poverty schools. Overall, the results suggest that students in schools serving higher-need populations may be more likely to be taught by newer educators.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Seminole County shows strong educational attainment overall, particularly among working-age adults. Across the 25–34 and 35–44 age groups, a large share of residents has completed a bachelor's degree or higher, indicating a well-qualified workforce and strong long-term economic potential. Educational attainment remains high through the 45–64 age range as well, with substantial numbers of residents holding college and graduate degrees.

At the same time, the data highlights clear areas for continued support. Older adults, especially those age 65 and over, represent a larger share of residents with a high school education or less, which can reflect historical differences in educational access. In addition, residents with less than a high school diploma are present across age groups, reinforcing the importance of adult education and workforce pathways that support credential completion and career advancement.

Across most age categories, women show slightly higher attainment at the bachelor's and graduate levels, while men make up a larger share of residents with lower levels of educational attainment. Overall, these patterns suggest Seminole County is supported by a strong educational base, with opportunities to strengthen economic mobility through targeted adult education, credentialing, and career pathway programs, especially for populations with lower educational attainment.

Educational Attainment by Sex and Age

Educational Attainment	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–64 yrs	65+ yrs
Less than 9th grade	385	1,001	1,476	1,966	2,823
Male	200	609	860	1,378	1,337
Female	185	392	616	588	1,486
9th to 12th grade, no diploma	4,000	2,226	2,259	5,398	3,536
Male	2,182	1,321	1,379	2,836	1,553
Female	1,818	905	880	2,562	1,983
High school graduate, GED, or alternative	10,966	13,203	11,343	26,799	20,218
Male	6,263	7,333	6,243	13,573	7,166
Female	4,703	5,870	5,100	13,226	13,052
Some college, no degree	11,439	12,691	11,725	22,737	16,734
Male	5,804	6,485	6,335	10,504	6,633
Female	5,635	6,206	5,390	12,233	10,101
Associate's degree	5,098	8,752	6,311	13,577	7,362
Male	2,408	4,080	3,727	6,185	2,869
Female	2,690	4,672	5,352	7,392	4,493
Bachelor's degree	5,837	21,652	21,595	34,889	15,826
Male	2,195	10,650	10,537	15,902	8,122
Female	3,642	11,002	11,058	18,987	7,704
Graduate or professional degree	494	8,350	11,231	18,860	10,980
Male	202	3,549	4,946	9,617	6,072
Female	292	4,801	6,285	9,243	4,908

Source: 2019-2023 American Community Survey, Table B15001, Educational Attainment by Sex and Age

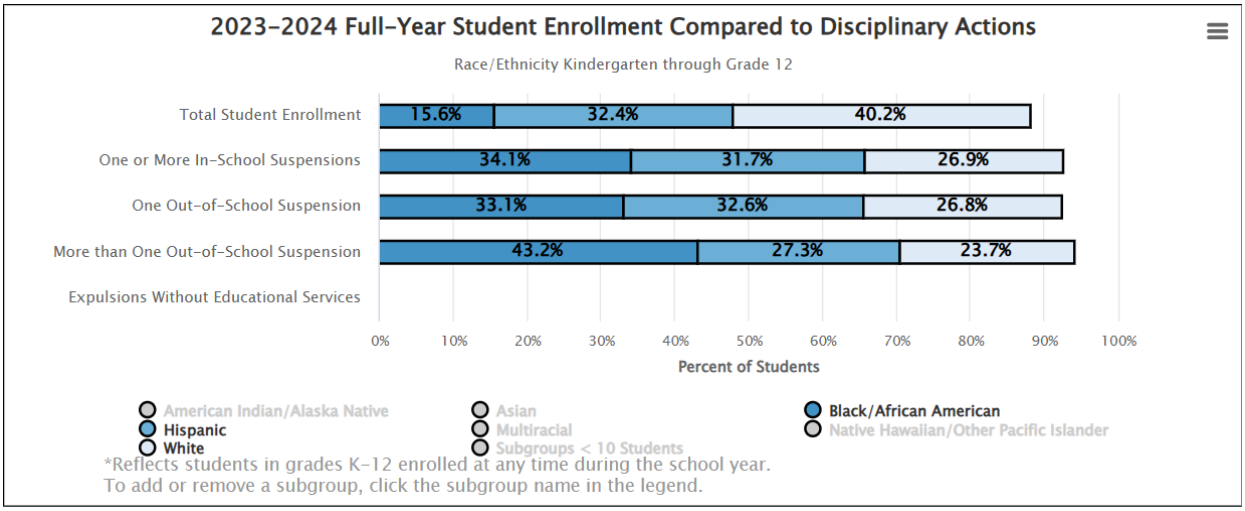
Disparities in Discipline

The next four charts compare various disciplinary actions (in-school suspensions, out-of-school suspensions, and expulsions) and student enrollment by race/ethnicity, sex, disability status, and English Language Learners

Race/Ethnicity

This chart compares Seminole County's overall student enrollment by race/ethnicity with the distribution of disciplinary actions, highlighting where outcomes differ across student groups. While White students represent the largest share of total enrollment (40.2%), they account for a smaller share of in-school and out-of-school suspensions (about 26–27%). In contrast, Black/African American students represent 15.6% of total enrollment but make up a much larger share of disciplinary actions, including 34.1% of students receiving one or more in-school suspensions and 43.2% of students receiving more than one out-of-school suspension. Hispanic students represent 32.4% of enrollment and account for a similar share of most suspension categories, though outcomes vary across action types.

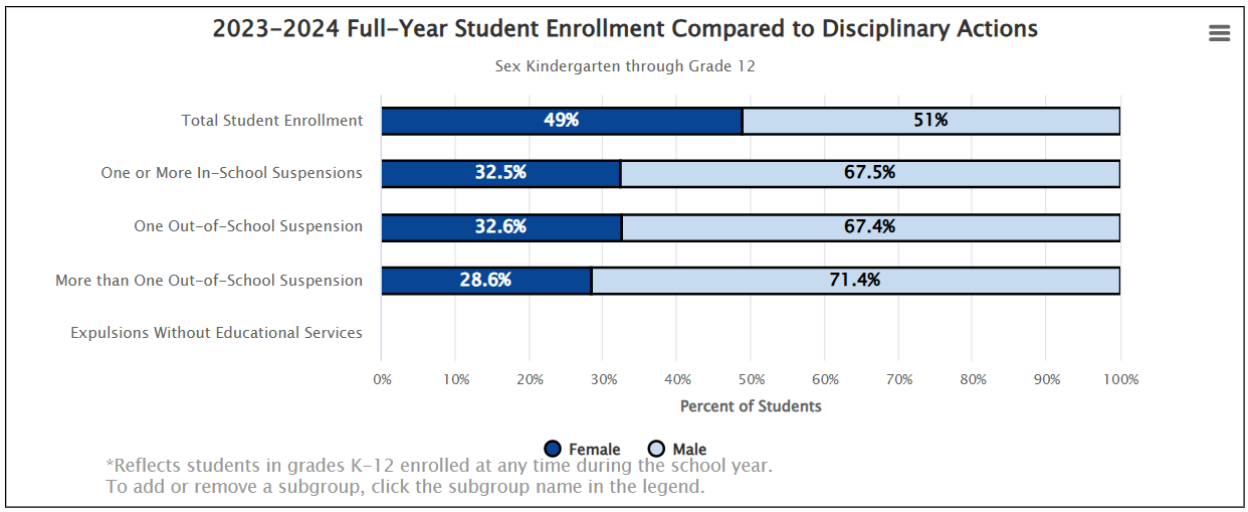
The overrepresentation of Black/African American students in disciplinary actions is a significant concern, as it may indicate disparities in how discipline is applied across different racial/ethnic groups. This could be influenced by factors such as bias, school policies, or other systemic issues within the district. Data shows students who face repeated suspensions, particularly out-of-school suspensions, are more likely to face academic setbacks, higher dropout rates, and other negative long-term consequences.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Sex

The district's student gender distribution is almost equal, with a slightly higher percentage of male students (51%) than female students (49%). Male students account for a significantly larger share of those receiving suspensions, both in and out of school.

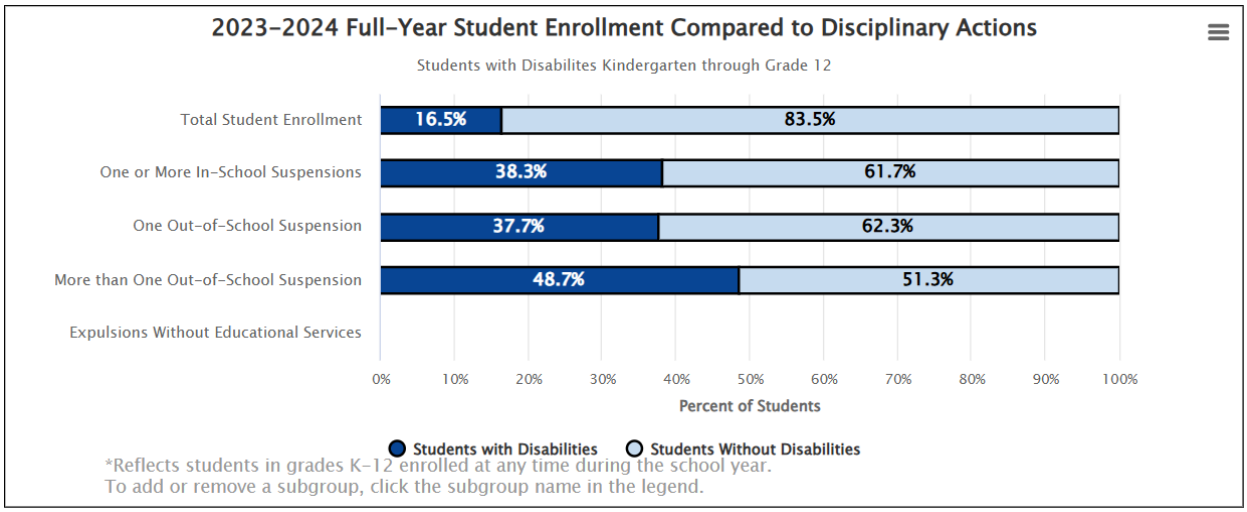


Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Disability Status

The chart below compares student enrollment by disability status and various disciplinary actions. It illustrates how students with disabilities experience disciplinary actions compared to their peers without disabilities. 16.5 percent of students are identified as students with disabilities. This reflects the percentage of the student body that requires special education services or accommodation due to disabilities.

Students with disabilities are disproportionately represented in all forms of disciplinary actions compared to their total enrollment. They account for 38.3% of students with in-school suspensions and 37.7% of those receiving an out-of-school suspension. This disparity is most pronounced in the category of more than one out-of-school suspension, where 48.7% of students receiving multiple suspensions are students with disabilities. This overrepresentation may reflect systemic issues such as inadequate behavioral support, misinterpretation of behaviors linked to disabilities, or lack of proper accommodations.

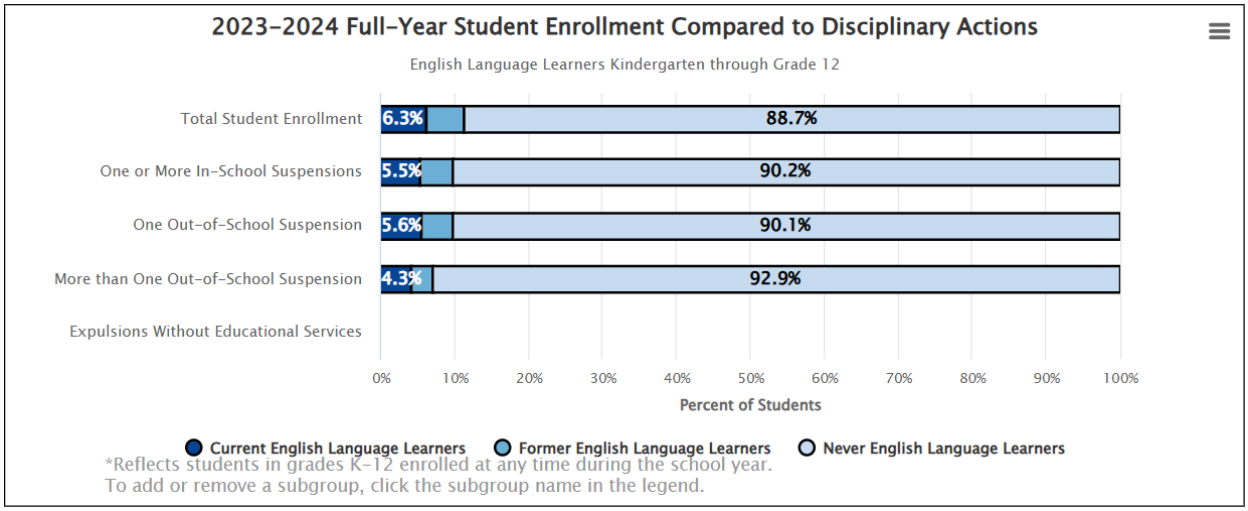


Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

English Language Learners

The district report card shows that current English Language Learners (ELL) represent 6.3% of Seminole County's total enrollment and account for a similar or slightly smaller share of disciplinary actions, including 5.5% of students receiving one or more in-school suspensions and 5.6% receiving one out-of-school suspension. ELL students represent an even smaller share of repeated out-of-school suspensions (4.3%).

While English Language Learners make up a small portion of the overall student population, they face disciplinary actions at rates that sometimes exceed their enrollment percentages, particularly regarding expulsions without educational services. This suggests a need to examine how disciplinary policies are applied to English Language Learner students and to ensure they are not disproportionately affected by more severe forms of punishment, especially given their unique challenges with language and adaptation to the school environment.



Source: Florida Department of Education, 2024-25 Seminole County School District Report Card

Employment

Employment is a key factor in housing stability and overall quality of life because wages, job security, and access to career opportunities directly influence a household's ability to afford housing and meet basic needs. In Seminole County, the labor market includes a mix of professional service, healthcare, education, and logistics-related occupations, reflecting the broader Central Florida economy. While many residents are employed in stable and higher-wage fields, a significant portion of the workforce is concentrated in moderate- and lower-wage occupations, where earnings may not keep pace with rising housing costs.

Access to stable employment, livable wages, and career advancement opportunities is essential for reducing housing cost burden, preventing displacement, and supporting long-term economic mobility. Barriers such as limited transportation options, childcare needs, disability-related challenges, or language access issues can affect a resident's ability to secure and maintain employment. This section examines employment patterns, wage levels, and workforce characteristics in Seminole County to better understand how economic opportunity intersects with housing stability and equitable access to community resources.

Many workers commute across county lines, reflecting both the County's role as an employment center and as a residential community for workers employed elsewhere in the region. These commuting patterns highlight the regional nature of the labor market and underscore the importance of aligning housing, transportation, and employment strategies.

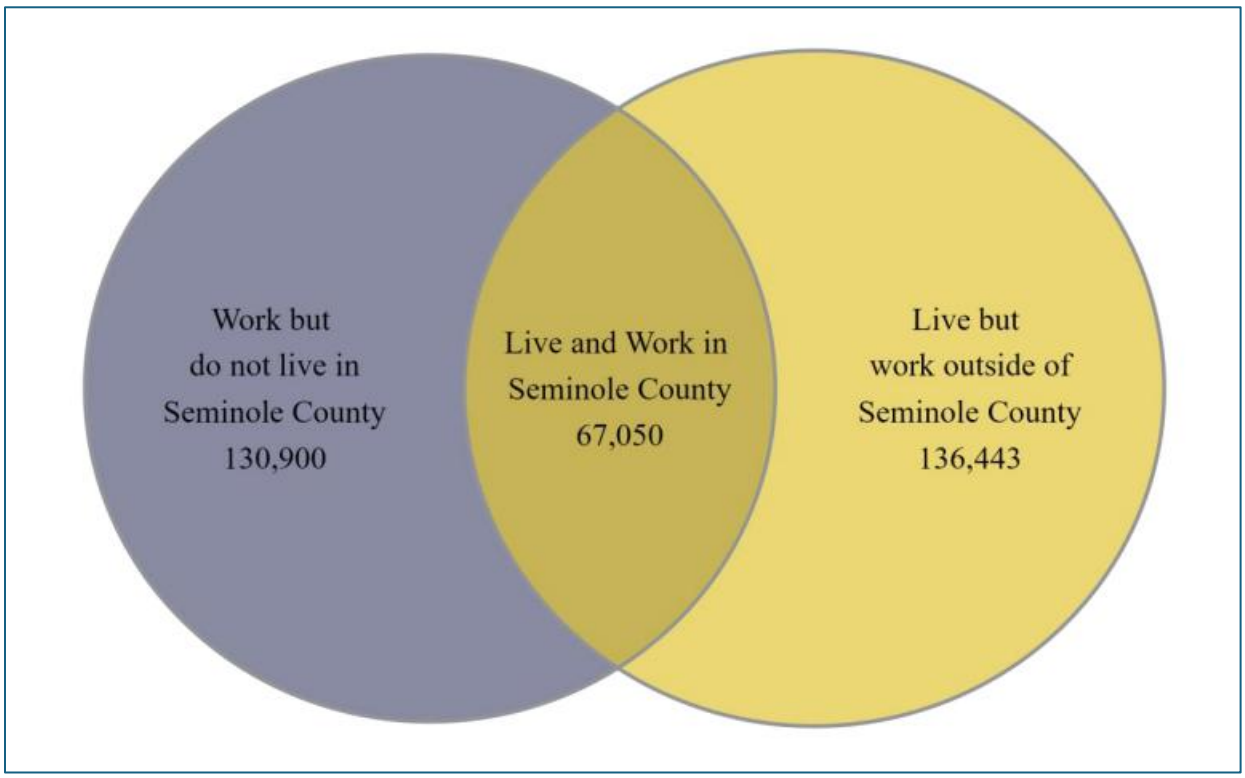
The workforce in and around the area reflects a diverse mix of ages, education levels, and earnings, with strong alignment between the people who live in the County and those employed there. The largest share of workers, both employed and living in the County, is between the ages of 30 and 54, representing more than half of the workforce. Younger workers (age 29 and under) and older workers (age 55 and over) each make up roughly one-quarter of the workforce, indicating a balanced age distribution that supports both entry-level and experienced labor segments.

The workforce is also relatively balanced by sex, with males representing just over half of workers in the County and females nearly half. Racial and ethnic patterns show that most workers are White, followed by Black/African American workers and Hispanic/Latino workers.

Educational attainment levels vary across the workforce, with a large share of workers holding some college or an associate degree, and a significant portion holding a bachelor's degree or higher. At the same time, a meaningful share of workers has a high school diploma or less, highlighting the importance of workforce development, adult education, and career pathway programs that support advancement into higher-wage occupations.

Earnings data show that just over half of workers earn more than $3,333 per month, while the remaining workforce is split between moderate and lower monthly earnings. This distribution suggests that while many workers benefit from stable incomes, a substantial portion of the

workforce may still face affordability challenges, particularly as housing and living costs continue to rise.



Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

	Workers Employed in Seminole County		Workers Living in Seminole County	
	Count	Share	Count	Share
Jobs by Worker Age				
Age 29 or younger	45,535	23.0%	43,248	21.3%
Age 30 to 54	106,333	53.7%	111,326	54.7%
Age 55 or older	46,082	23.3%	48,919	24.0%
Jobs by Worker Sex				
Male	101,487	51.3%	103,215	50.7%
Female	96,463	48.7%	100,278	49.3%
Jobs by Worker Race				
White Alone	153,773	77.7%	160,525	78.9%
Black or African American Alone	30,449	15.4%	27,236	13.4%
American Indian or Alaska Native Alone	976	0.5%	862	0.4%
Asian Alone	8,618	4.4%	10,458	5.1%
Native Hawaiian or Other Pacific Islander Alone	298	0.2%	253	0.1%
Two or More Race Groups	3,836	1.9%	4,159	2.0%
Jobs by Worker Ethnicity				
Not Hispanic or Latino	153,027	77.3%	161,578	79.4%
Hispanic or Latino	44,923	22.7%	41,915	20.6%
Jobs by Worker Educational Attainment				
Less than high school	23,430	11.8%	22,939	11.3%
High school or equivalent, no college	39,713	20.1%	40,043	19.7%
Some college or Associate degree	47,857	24.2%	50,208	24.7%
Bachelor's degree or advanced degree	41,415	20.9%	47,055	23.1%
Educational attainment not available (workers aged 29 or younger)	45,535	23.0%	43,248	21.3%
Jobs by Earnings				
$1,250 per month or less	31,350	15.8%	29,101	14.3%
$1,251 to $3,333 per month	67,040	33.9%	62,120	30.5%
More than $3,333 per month	99,560	50.3%	112,272	55.2%

Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

Labor Inflow/Outflow Summary

	Count	Share
Seminole County Labor Market Size (Primary Jobs)		
Employed in the Selection Area	197,950	100.0%
Living in the Selection Area	203,493	102.8%
Net Job Inflow (+) or Outflow (-)	-5,543	-
Seminole County Labor Force Efficiency (Primary Jobs)		
Living in the Selection Area	203,493	100.0%
Living and Employed in the Selection Area	67,050	32.9%
Living in the Selection Area but Employed Outside	136,443	67.1%
Seminole County Employment Efficiency (Primary Jobs)		
Employed in the Selection Area	197,950	100.0%
Employed and Living in the Selection Area	67,050	33.9%
Employed in the Selection Area but Living Outside	130,900	66.1%
Outflow Job Characteristics		
External Jobs Filled by Residents	136,443	100.0%
Workers Aged 29 or younger	29,191	21.4%
Workers Aged 30 to 54	75,114	55.1%
Workers Aged 55 or older	32,138	23.6%
Workers Earning $1,250 per month or less	18,657	13.7%
Workers Earning $1,251 to $3,333 per month	40,242	29.5%
Workers Earning More than $3,333 per month	77,544	56.8%
Workers in the "Goods Producing" Industry Class	14,393	10.5%
Workers in the "Trade, Transportation, and Utilities" Industry Class	28,057	20.6%
Workers in the "All Other Services" Industry Class	93,993	68.9%

Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

Labor Inflow/Outflow Summary (continued)

	Count	Share
Inflow Job Characteristics (Primary Jobs)		
Internal Jobs Filled by Outside Workers	130,900	100.0%
Workers Aged 29 or younger	31,478	24.0%
Workers Aged 30 to 54	70,121	53.6%
Workers Aged 55 or older	29,301	22.4%
Workers Earning $1,250 per month or less	20,906	16.0%
Workers Earning $1,251 to $3,333 per month	45,162	34.5%
Workers Earning More than $3,333 per month	64,832	49.5%
Workers in the "Goods Producing" Industry Class	20,466	15.6%
Workers in the "Trade, Transportation, and Utilities" Industry Class	29,768	22.7%
Workers in the "All Other Services" Industry Class	80,666	61.6%
Interior Flow Job Characteristics (Primary Jobs)		
Internal Jobs Filled by Residents	67,050	100.0%
Workers Aged 29 or younger	14,057	21.0%
Workers Aged 30 to 54	36,212	54.0%
Workers Aged 55 or older	16,781	25.0%
Workers Earning $1,250 per month or less	10,444	15.6%
Workers Earning $1,251 to $3,333 per month	21,878	32.6%
Workers Earning More than $3,333 per month	34,728	51.8%
Workers in the "Goods Producing" Industry Class	9,234	13.8%
Workers in the "Trade, Transportation, and Utilities" Industry Class	10,933	16.3%
Workers in the "All Other Services" Industry Class	46,883	69.9%

Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

Seminole County's employment base is diverse, with jobs distributed across a range of service, retail, professional, construction, and healthcare industries. The largest share of jobs located within the County is in retail trade (13.8%), followed by construction (11.1%) and health care and social assistance (10.4%). Other major employment sectors include administrative and support services (9.8%), professional, scientific, and technical services (8.8%), and finance and insurance (8.0%). These sectors reflect a mix of both service-oriented and higher-skilled employment opportunities within the local economy.

For workers living in Seminole County, the largest employment shares are in health care and social assistance (12.6%), retail trade (11.3%), and professional, scientific, and technical services (10.5%). Construction, accommodation and food services, and administrative support services also represent significant portions of the resident workforce.

Overall, the data shows that Seminole County's economy is driven primarily by service-based industries, including health care, retail, professional services, and administrative support. While

these sectors provide a broad range of employment opportunities, many positions, particularly in retail, food service, and support services, tend to offer moderate or lower wages.

	Workers Employed in Seminole County		Workers Living in Seminole County	
	Count	Share	Count	Share
Total Primary Jobs	197,950	100.0%	203,493	100.0%
Jobs by NAICS Industry Sector				
Agriculture, Forestry, Fishing and Hunting	212	0.1%	657	0.3%
Mining, Quarrying, and Oil and Gas Extraction	25	0.0%	36	0.0%
Utilities	870	0.4%	796	0.4%
Construction	21,920	11.1%	14,457	7.1%
Manufacturing	7,543	3.8%	8,477	4.2%
Wholesale Trade	8,327	4.2%	8,286	4.1%
Retail Trade	27,304	13.8%	23,090	11.3%
Transportation and Warehousing	4,200	2.1%	6,818	3.4%
Information	5,018	2.5%	4,954	2.4%
Finance and Insurance	15,879	8.0%	13,173	6.5%
Real Estate and Rental and Leasing	4,218	2.1%	4,516	2.2%
Professional, Scientific, and Technical Services	17,399	8.8%	21,454	10.5%
Management of Companies and Enterprises	3,404	1.7%	3,769	1.9%
Administration & Support, Waste Management and Remediation	19,336	9.8%	17,648	8.7%
Educational Services	11,110	5.6%	15,303	7.5%
Health Care and Social Assistance	20,629	10.4%	25,626	12.6%
Arts, Entertainment, and Recreation	1,795	0.9%	4,025	2.0%
Accommodation and Food Services	15,911	8.0%	16,909	8.3%
Other Services (excluding Public Administration)	6,736	3.4%	5,854	2.9%
Public Administration	6,114	3.1%	7,645	3.8%

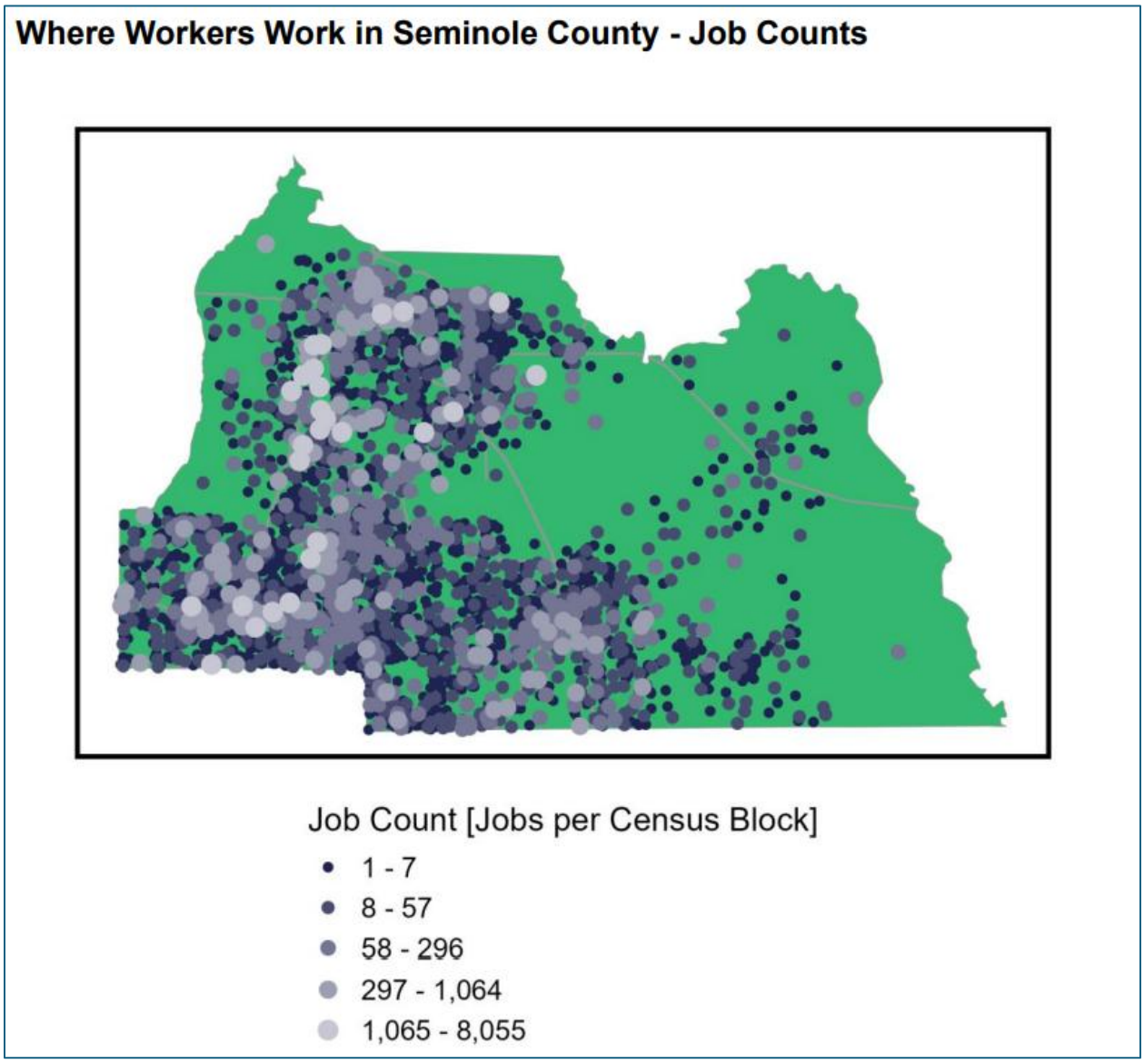
Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

The following maps illustrate where workers are employed and where they live in Seminole County, as well as the relative concentration of jobs and workers across the county. Together, they highlight the county's employment centers, residential patterns, and the relationship between housing and job locations.

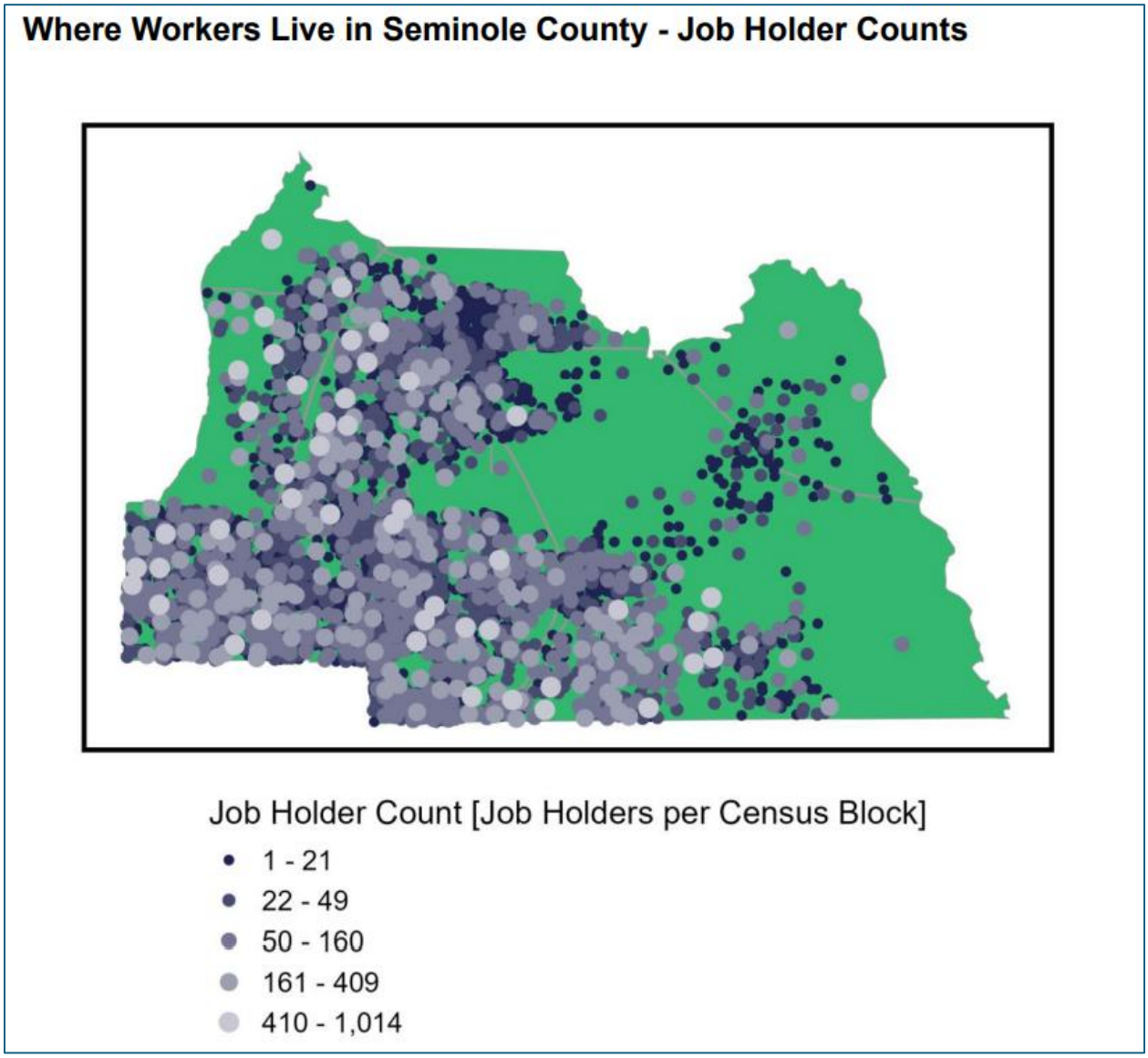
Overall, employment is concentrated in several key corridors and activity centers, particularly in the western and southwestern portions of the county. These areas show the highest job counts and job densities, reflecting clusters of commercial, office, retail, and institutional uses. Major transportation routes and access to the Orlando metropolitan area also influence these patterns, supporting both local employment hubs and regional commuting.

Residential patterns are more widely distributed across the county, with higher concentrations of workers living in established suburban neighborhoods. While some areas have both high job and residential density, the maps also show that many residents live in areas with fewer nearby jobs, reinforcing the importance of regional commuting patterns.

The job density and job holder density maps further illustrate this relationship. Areas with the highest job densities tend to align with commercial corridors, employment centers, and mixed-use districts. In contrast, areas with the highest job-holding densities are primarily residential neighborhoods where workers live but may commute to employment centers elsewhere in the county or region. Together, these maps demonstrate that Seminole County functions as both a residential community and an employment hub within the broader region.

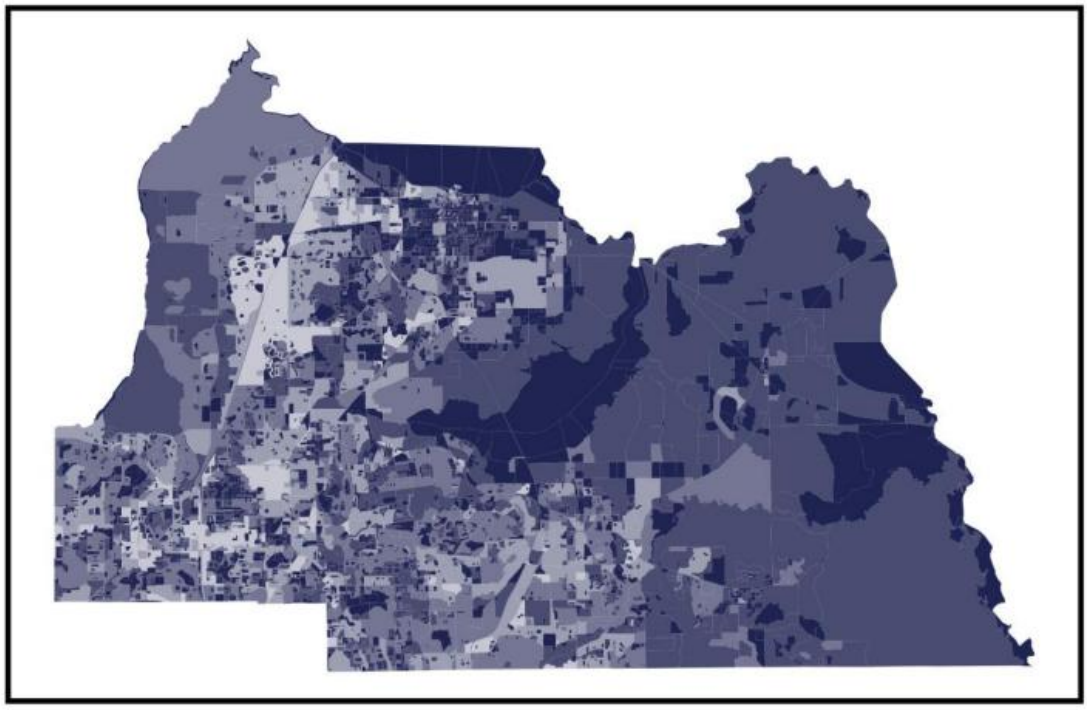


Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida



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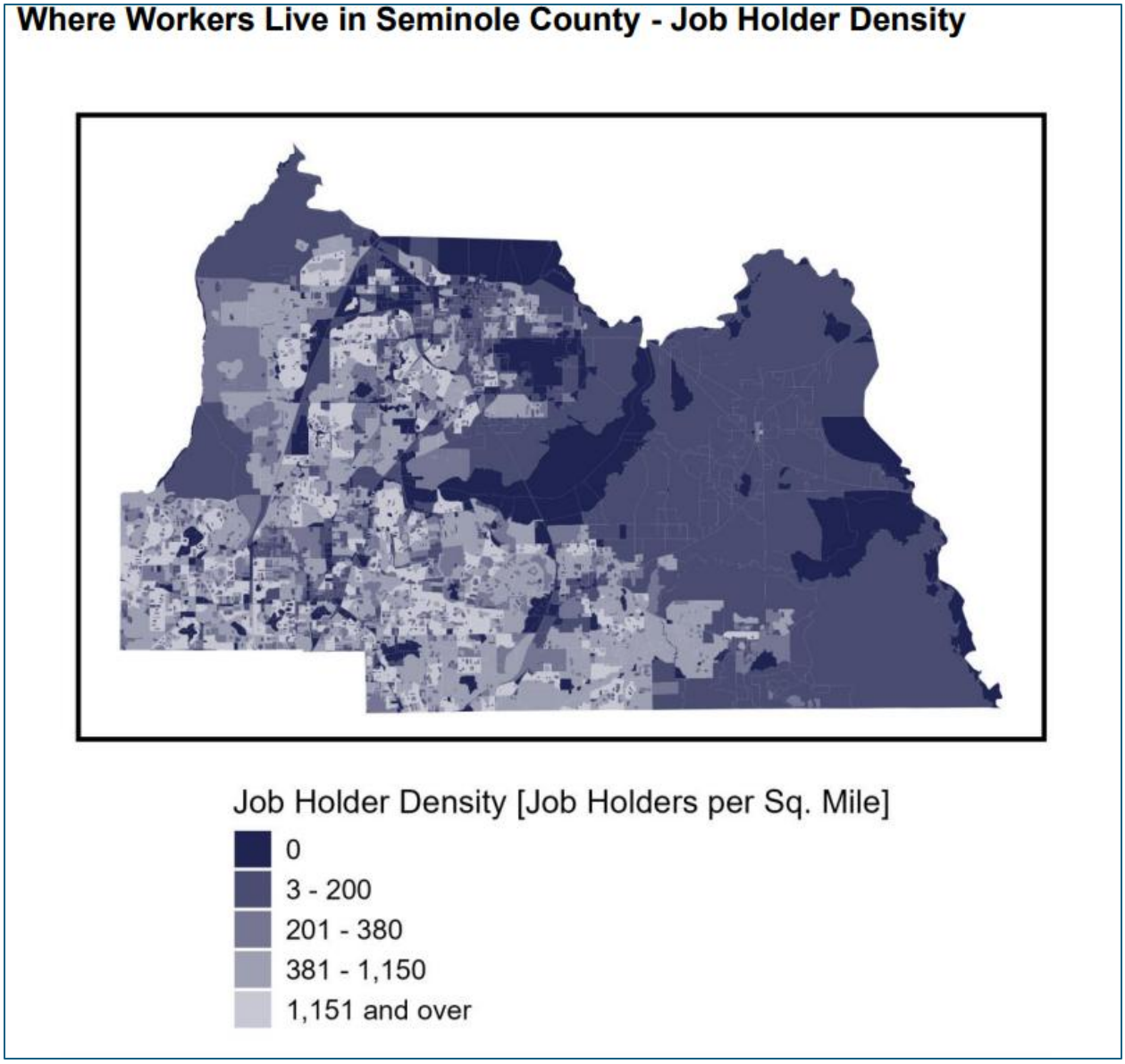
Where Workers Work in Seminole County - Job Density



Job Density [Jobs per Sq. Mile]

- 0
- 2 - 60
- 61 - 280
- 281 - 2,412
- 2,413 and over

Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida



Source: Bureau of Workforce Statistics and Economic Research, Summary of Employments, Demographics, and Commuting Patterns for Seminole County, Florida

Education and Employment

Educational attainment levels in Seminole County are strongly associated with employment outcomes. Residents with higher levels of education make up the largest share of the employed population, reflecting the County's skilled and diverse workforce.

Individuals with a bachelor's degree or higher represent the largest group among employed workers, with more than 98,000 workers in this category. This highlights the importance of higher education and specialized training in accessing stable, higher-wage employment opportunities within the regional economy.

Residents with some college or an associate's degree also make up a substantial portion of the workforce, with nearly 63,000 individuals employed. This indicates strong demand for middle-skill occupations that require post-secondary education or technical credentials.

While unemployment exists across all educational levels, the number of unemployed individuals is relatively small compared to those employed, particularly among residents with higher educational attainment. This suggests that increased education and training opportunities can play an important role in supporting employment stability and economic mobility.

Educational Attainment by Employment Status			
Educational Attainment	**In Labor Force**		
	Civilian Employed	**Unemployed**	**Not in Labor Force**
Less than high school graduate	7,833	842	5,651
High school graduate (includes equivalency)	37,827	1,850	11,640
Some college or Associate's degree	62,770	2,344	13,271
Bachelor's degree or higher	98,268	2,137	16,006

Source: 2019-2023 American Community Survey, Table B23006, Educational Attainment by Employment Status

Median earnings in Seminole County increase steadily with higher levels of educational attainment, highlighting the strong connection between education and economic opportunity. Residents without a high school diploma earn a median of about $31,700 annually, while high school graduates earn nearly $40,000, reflecting a meaningful gain associated with completing secondary education. Earnings continue to rise for those with postsecondary education. Individuals with some college or an associate's degree earn a median of approximately $44,900, demonstrating the value of technical training and credentialed skills in the local labor market. The most significant increases are seen among residents with bachelor's and advanced degrees. Those with a bachelor's degree earn a median of about $62,500, while individuals with a graduate or professional degree earn more than $81,700 annually.

Overall, the data show a clear upward earnings trajectory tied to education levels, reinforcing the importance of access to higher education, career training, and credentialing opportunities as pathways to higher incomes and long-term economic stability.

Median Earning by Educational Attainment	
Educational Attainment	**Median Earnings in the Past 12 Months**
Less than high school graduate	$31,682
High school graduate (includes equivalency)	$39,934
Some college or Associate's degree	$44,908
Bachelor's degree	$62,476
Graduate or professional degree	$81,713

Source: 2019-2023 American Community Survey, Table S2001, Median Earnings by Educational Attainment

Transportation

Transportation is a critical community asset because it connects residents to employment, education, healthcare, shopping, and other essential services. Reliable and affordable transportation options help households maintain stable employment, access opportunities, and participate fully in community life. When transportation systems are efficient and accessible, they support economic growth, reduce household costs, and improve overall quality of life.

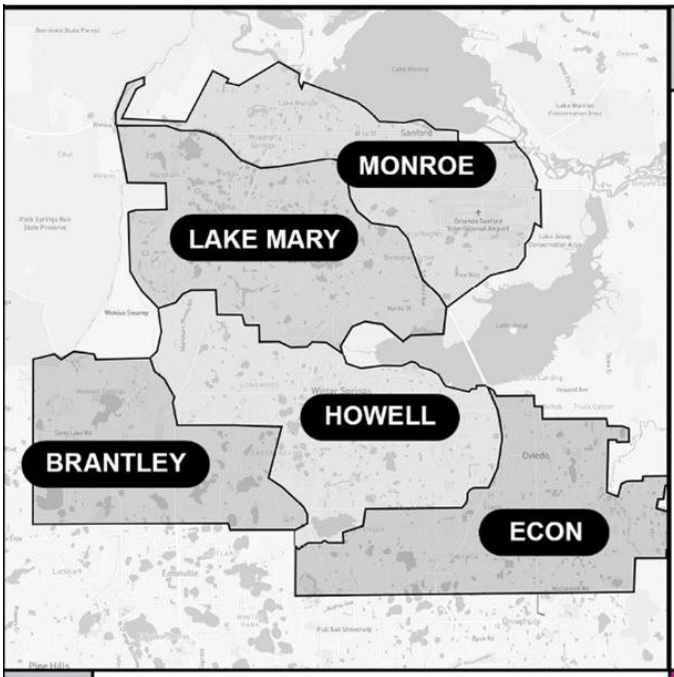
In Seminole County, transportation patterns reflect a largely auto-oriented community, with many residents commuting both within the county and to nearby employment centers in the Orlando metropolitan area. Major roadways and regional connections provide important access to jobs, schools, and services, while public transit and alternative transportation options help support residents without access to a private vehicle.

Understanding transportation access, commute patterns, and the availability of transit options is important for identifying barriers to opportunity. Households without reliable transportation may face challenges in maintaining employment, accessing healthcare, or reaching educational and training programs. Improving connectivity, expanding transit options, and supporting transportation affordability can strengthen economic mobility and community resilience across the county.

Seminole County's transit system is organized into several fare zones, Monroe, Lake Mary, Howell, Brantley, and Econ, which reflect the geographic distribution of communities and travel patterns across the county. Fares increase as trips cross additional zones, with the lowest cost for trips within the same zone and higher costs for longer, cross-county travel. This zone-based structure helps align fares with travel distance, but it can also create higher transportation costs for residents who must commute across multiple zones to reach jobs, schools, or services.

For households with limited incomes or without access to a personal vehicle, the cost of multi-zone travel may present a barrier to employment and other essential destinations. At the same time, the defined zone system provides a clear framework for regional mobility and can support targeted fare assistance, pass programs, or service enhancements in areas where residents rely more heavily

on public transit. Improving affordability and connectivity across zones can help ensure that transportation supports equitable access to opportunity throughout Seminole County.



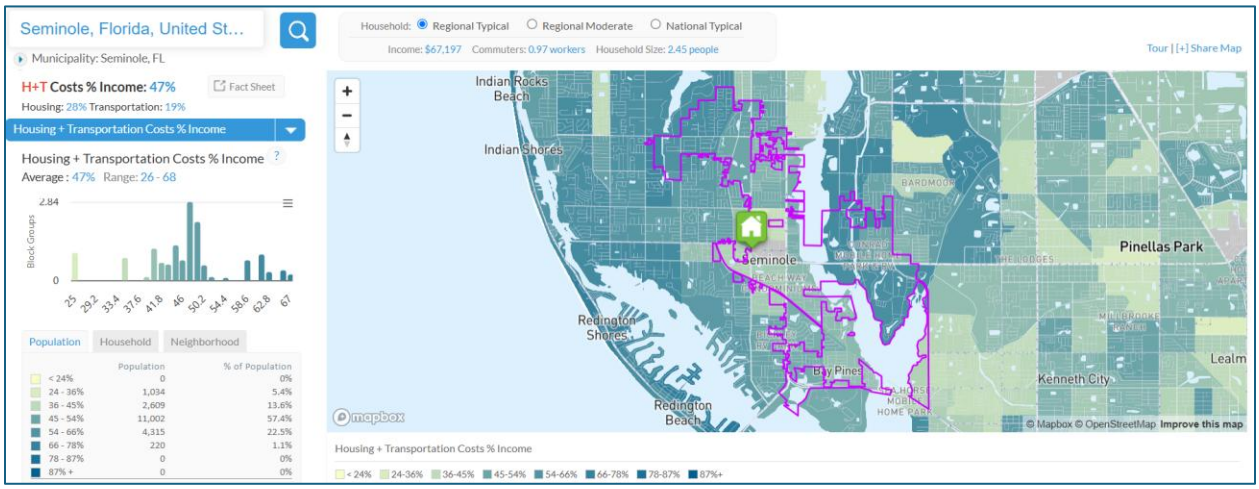
FROM \ TO	MONROE ZONE	LAKE MARY ZONE	HOWELL ZONE	BRANTLEY ZONE	ECON ZONE
MONROE ZONE	$4	$7	$10	$14	$14
LAKE MARY ZONE	$7	$4	$7	$10	$10
HOWELL ZONE	$10	$7	$4	$7	$7
BRANTLEY ZONE	$14	$10	$7	$4	$10
ECON ZONE	$14	$10	$7	$10	$4

Source: Scoutseminolefl.com

Housing and Transportation Index

Housing and transportation costs together represent a significant share of household expenses in Seminole County. On average, households spend about 47% of their income on combined housing and transportation costs, placing many families near or above commonly accepted affordability thresholds. While some neighborhoods experience lower combined costs, others face substantially higher burdens, with some areas devoting more than two-thirds of household income to these essential needs.

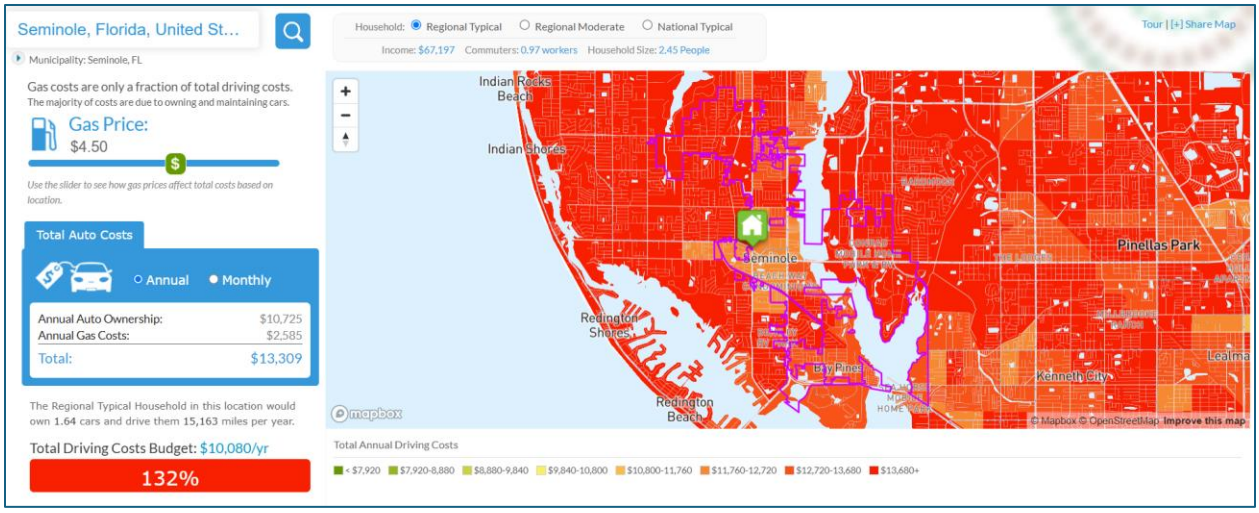
This variation reflects differences in housing prices, location, and access to employment and transit options. Households located farther from major job centers or transit corridors may face higher transportation costs, even if housing is more affordable. Conversely, areas with better access to jobs and services may have higher housing costs but lower transportation expenses. Together, these patterns highlight the importance of coordinated housing and transportation planning to ensure that residents can access jobs, schools, and services without incurring high costs.



Source: Housing +Transportation Index, H+T Costs Percentage Income

Combined transportation costs in Seminole County are driven largely by the high cost of automobile dependence. For a typical household, annual auto ownership and fuel costs exceed $13,000, with total driving costs estimated at over $10,000 per year. These expenses reflect the reality that many residents rely on personal vehicles to reach employment centers, schools, and services, particularly in areas with limited transit options.

As a result, transportation can represent a substantial share of household budgets, especially for lower- and moderate-income residents. The map shows that many areas experience higher overall driving costs, underscoring how location, commute distance, and access to alternatives such as transit or nearby employment influence total household expenses.



Source: Housing + Transportation Index, Total Driving Costs

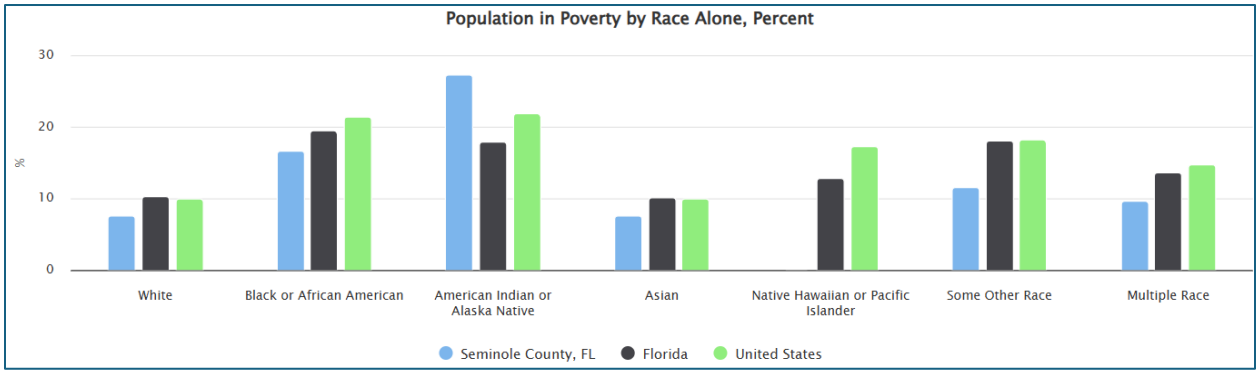
Low-Poverty Exposure

Low-poverty exposure describes communities where relatively few households live below the federal poverty line, creating environments with greater economic stability and opportunity. In these areas, residents are more likely to have access to higher-paying jobs, quality healthcare, and safer neighborhoods. These conditions support stronger schools, healthier outcomes, and improved prospects for children and families.

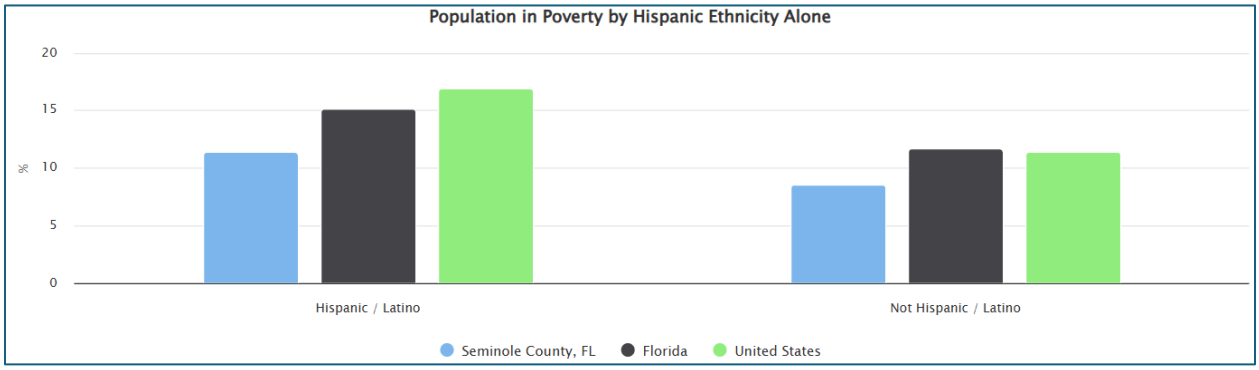
Housing stability is closely tied to low-poverty exposure. Households in these communities are more likely to have the financial resources needed to maintain stable housing and avoid severe cost burdens. As a result, evictions, foreclosures, and frequent moves are less common. Low-poverty neighborhoods also tend to have higher homeownership rates and more stable residential patterns, contributing to overall community well-being.

Overall, poverty rates in Seminole County are generally lower than both the state and national averages across most demographic groups, reflecting the county's relatively strong economic conditions. White and Asian residents experience the lowest poverty rates, while Black or African American, American Indian or Alaska Native, and multiracial residents face higher levels of economic hardship. Hispanic or Latino residents have somewhat higher poverty rates than non-Hispanic residents, though both groups in Seminole County experience lower poverty levels than their counterparts statewide and nationally.

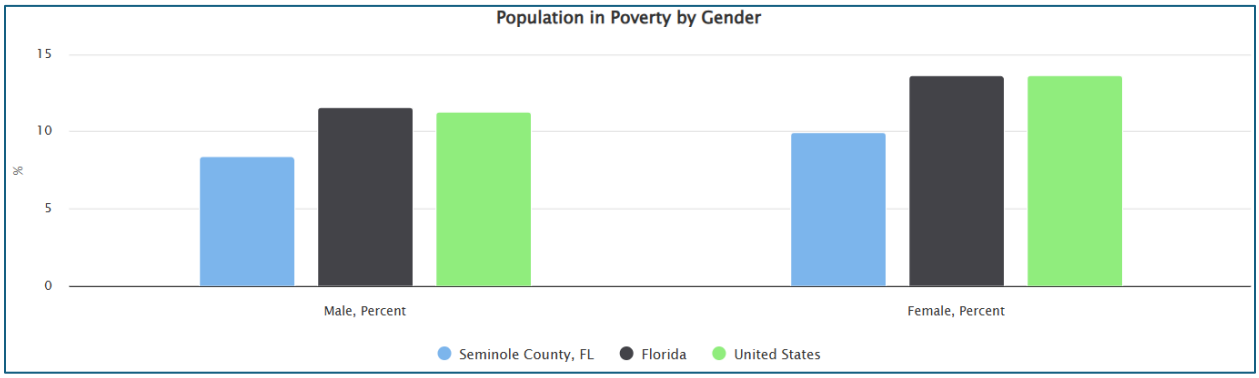
Poverty rates by gender show a similar pattern, with both men and women in Seminole County experiencing lower poverty levels than state and national averages. However, women continue to experience slightly higher poverty rates than men, reflecting broader economic trends.



Source: Sparkmap, Make a Community Needs Assessment



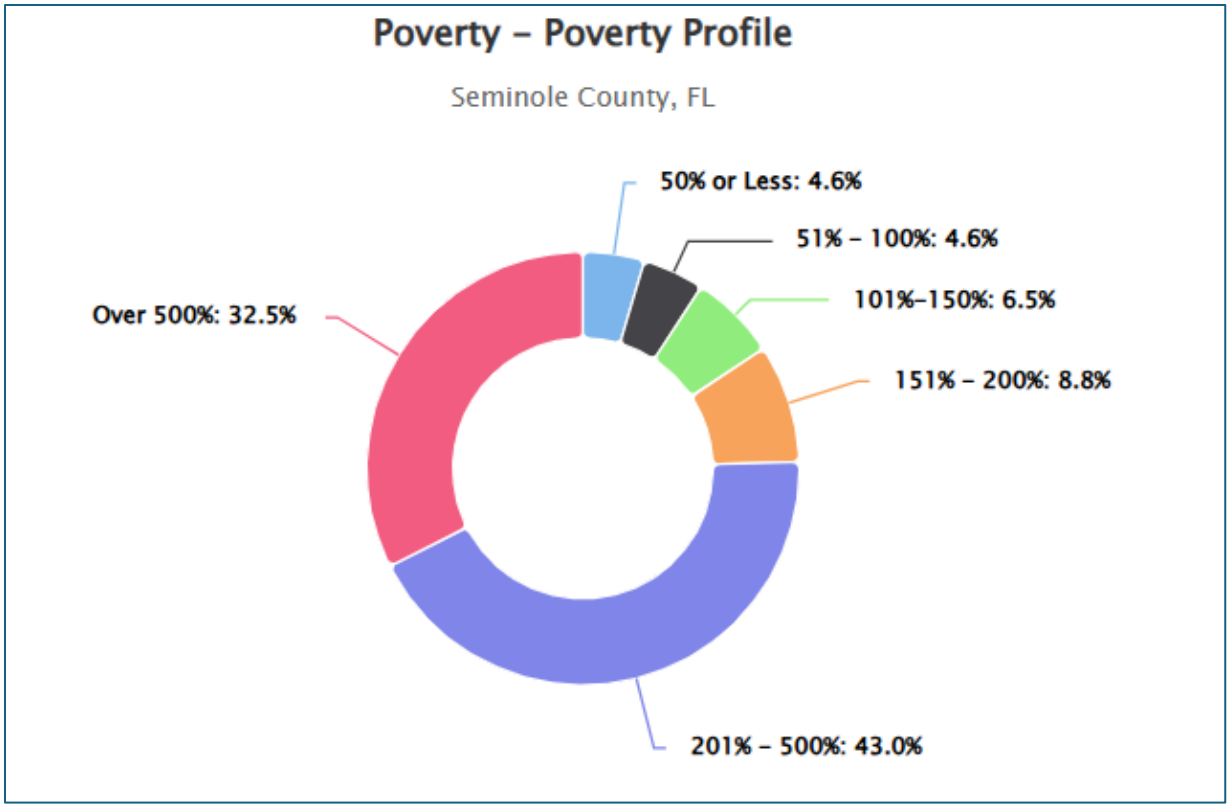
Source: Sparkmap, Make a Community Needs Assessment



Source: Sparkmap, Make a Community Needs Assessment

The poverty profile in Seminole County shows that a substantial share of households live well above the federal poverty level, reflecting relatively strong economic conditions overall. More than three-quarters of residents have incomes above 200 percent of the poverty level, including 43.0 percent between 201 and 500 percent and 32.5 percent above 500 percent.

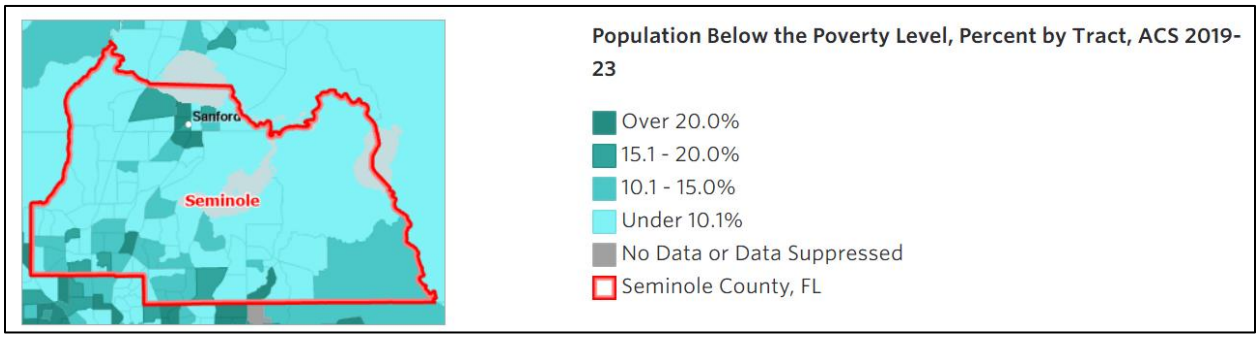
At the same time, a smaller but important portion of the population continues to experience economic challenges. Approximately 9.2 percent of households live at or below the poverty level, and an additional 15.3 percent fall between 101 and 200 percent of poverty, representing households that may still face financial instability or cost burdens.



Source: Sparkmap, Make a Community Needs Assessment

Poverty levels in Seminole County vary by neighborhood, but the map shows that many census tracts have relatively low poverty rates. A large portion of the county falls within the lowest poverty categories, with many areas reporting rates below 10 percent. These areas are generally located in the central and eastern portions of the county, reflecting higher income levels and stronger economic conditions.

Higher poverty concentrations are more limited and tend to appear in select tracts, particularly near older urbanized areas and along portions of the county's western and northern boundaries. While these pockets represent a smaller share of the overall county, they highlight locations where targeted investments in housing, economic opportunity, and supportive services could help reduce disparities and expand access to low-poverty neighborhoods.



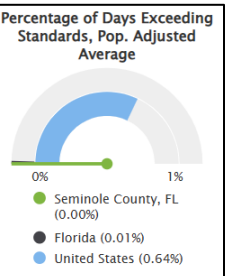
Source: Sparkmap, Make a Community Needs Assessment

Environmental Health

Environmental health reflects the overall condition of the physical surroundings where people live, work, and spend their time. It includes factors such as air and water quality, levels of pollution, access to parks and green space, and potential exposure to environmental hazards. These conditions play an important role in shaping residents' physical and mental well-being, safety, and economic stability, all of which are closely connected to housing stability and quality of life.

Seminole County's air quality indicators reflect generally favorable environmental conditions compared to state and national benchmarks. The county reports an average daily fine particulate matter (PM2.5) level of 7.30, which is lower than both the Florida average (8.09) and the national average (9.19). In addition, Seminole County recorded no days exceeding the National Ambient Air Quality Standards (NAAQS), compared to a small number of exceedances statewide and nationally.

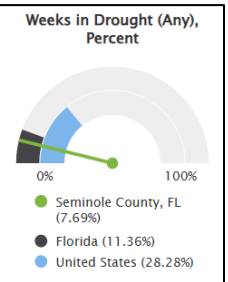
Report Area	Total Population	Average Daily Ambient Particulate Matter 2.5	Number of Days Exceeding NAAQS Standards	Percentage of Days Exceeding Standards, Crude Average	Percentage of Days Exceeding Standards, Pop. Adjusted Average
Seminole County, FL	470,856	7.30	0.00	0.00%	0.00%
Florida	21,538,187	8.09	0.00	0.01%	0.01%
United States	330,251,614	9.19	2.00	0.59%	0.64%



Source: Sparkmap, Make a Community Needs Assessment

Seminole County experiences relatively limited drought conditions compared to both Florida and the nation. Between 2021 and 2023, the county recorded drought conditions of any severity during about 7.7% of weeks, which is lower than the statewide rate of 11.4% and far below the national rate of 28.3%. The county also experienced no weeks in extreme or exceptional drought categories during this period. These trends suggest that Seminole County generally benefits from more stable moisture conditions, which support environmental quality, reduce strain on water resources, and contribute to healthier and more resilient communities.

Report Area	Time Period	Weeks in D0 (Abnormally Dry), Percent	Weeks in D1 (Moderate Drought), Percent	Weeks in D2 (Severe Drought), Percent	Weeks in D3 (Extreme Drought), Percent	Weeks in D4 (Exceptional Drought), Percent	Weeks in Drought (Any), Percent
Seminole County, FL	2021-2023	11.41%	4.43%	3.26%	0.00%	0.00%	7.69%
Florida	2021-2023	14.60%	6.45%	3.49%	1.43%	0.00%	11.36%
United States	2021-2023	16.99%	12.18%	8.92%	5.04%	2.14%	28.28%



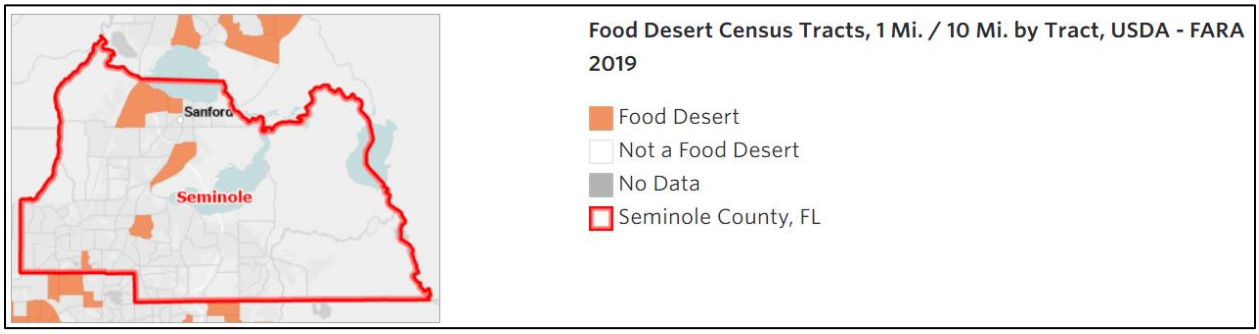
Source: Sparkmap, Make a Community Needs Assessment

The maps below highlight patterns in food access across Seminole County, including areas identified as food deserts and the overall availability of grocery stores. Together, these indicators provide insight into how easily residents can obtain affordable, nutritious food, an important component of both environmental health and housing stability.

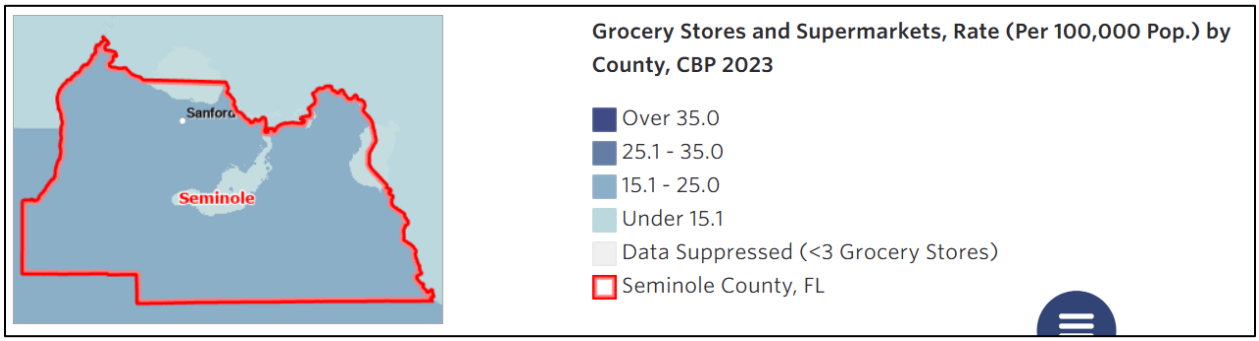
While most areas of Seminole County are not classified as food deserts, a small number of census tracts, primarily in portions of the western and northern parts of the County, are identified as having limited access to full-service grocery stores. These areas may require residents to travel farther distances to reach supermarkets, which can present challenges for households without reliable transportation, seniors, and low-income families.

At the same time, the county overall maintains a moderate to strong presence of grocery stores and supermarkets relative to population. This indicates that, on a countywide scale, many residents have reasonable access to food retail options, particularly in more urbanized and commercially developed areas.

Overall, Seminole County demonstrates generally favorable conditions for food access, with only targeted areas experiencing limited availability. These patterns suggest opportunities for focused strategies, such as small-scale grocery development, mobile markets, or improved transportation connections, to ensure that all neighborhoods have convenient access to healthy food options, supporting long-term community health and housing stability.



Source: Sparkmap, Make a Community Needs Assessment

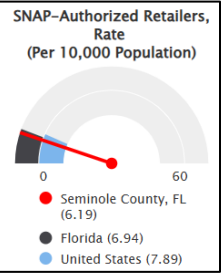


Source: Sparkmap, Make a Community Needs Assessment

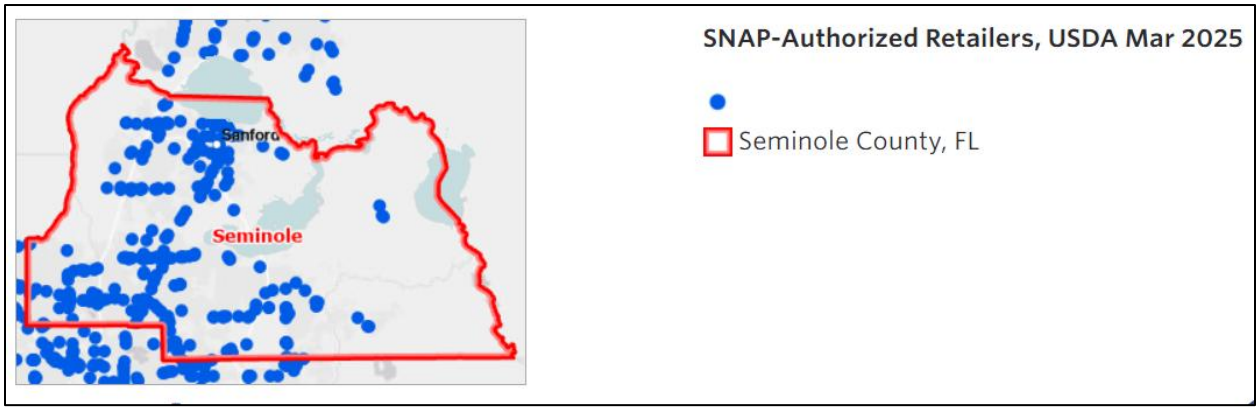
SNAP-authorized retailers are distributed throughout the county and play an important role in supporting food access for low-income households. While the overall number of retailers is slightly below state and national averages on a per-capita basis, the existing network of authorized stores helps ensure that many residents can use their benefits within a reasonable distance of home.

Report Area	Total Population (2023)	Total SNAP-Authorized Retailers	SNAP-Authorized Retailers, Rate per 10,000 Population
Seminole County, FL	474,912	294	6.19
Florida	21,928,881	15,214	6.94
United States	335,409,240	264,826	7.89

Note: This indicator is compared to the state average.



Source: Sparkmap, Make a Community Needs Assessment



Source: Sparkmap, Make a Community Needs Assessment

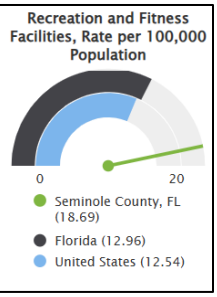
Access to recreation and fitness facilities is an important component of environmental health because it supports physical activity, mental well-being, and overall quality of life. Parks, gyms, trails, and community recreation centers provide residents with opportunities to exercise, reduce stress, and build social connections. These amenities contribute to healthier lifestyles, which can reduce long-term healthcare costs and support greater housing stability.

In Seminole County, access to recreation and fitness facilities compares favorably to both the state and national averages. The County has approximately 18.69 recreation and fitness establishments per 100,000 residents, which is significantly higher than Florida's rate of 12.96 and the national rate of 12.54. This indicates that residents generally have strong access to places that support physical activity and wellness.

The presence of these facilities enhances community livability and helps promote healthier, more resilient households. Continued investment in parks, trails, and community recreation programs can further expand access, particularly in areas where residents may have limited transportation options or fewer nearby amenities.

Report Area	Total Population (2020)	Number of Establishments	Establishments, Rate per 100,000 Population
Seminole County, FL	470,856	88	18.69
Florida	21,538,187	2,791	12.96
United States	331,449,275	41,556	12.54

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, County Business Patterns. Additional data analysis by CARES. 2023.➞ Show more details

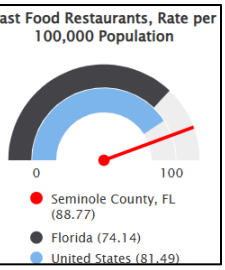


Source: Sparkmap, Make a Community Needs Assessment

The rate of fast-food establishments is 88.77 per 100,000 residents, which is higher than both the Florida average of 74.14 and the national average of 81.49. This indicates a strong presence of convenient, quick-service dining options throughout the county. While these establishments provide accessible and affordable meal choices for many households, particularly those with limited time or transportation options, a higher concentration of fast-food restaurants can also signal the need to ensure adequate access to healthier food alternatives.

Report Area	Total Population (2020)	Number of Establishments	Establishments, Rate per 100,000 Population
Seminole County, FL	470,856	418	88.77
Florida	21,538,187	15,969	74.14
United States	331,449,275	270,088	81.49

Note: This indicator is compared to the state average.



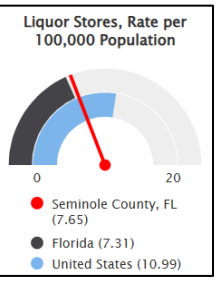
Source: Sparkmap, Make a Community Needs Assessment

The concentration of alcohol retail establishments is another factor that can influence community health and safety. High densities of liquor stores have been associated in some studies with increased rates of substance misuse, crime, and public health concerns. Monitoring the distribution of these establishments helps communities better understand environmental conditions that may affect overall well-being.

There are 36 liquor stores in the County, for a rate of 7.65 per 100,000 residents. This is slightly higher than the Florida average of 7.31, but notably lower than the national average of 10.99 per 100,000 residents. These figures suggest that access to alcohol retail locations in the county is generally consistent with statewide trends and more moderate than national levels.

Report Area	Total Population (2020)	Number of Establishments	Establishments, Rate per 100,000 Population
Seminole County, FL	470,856	36	7.65
Florida	21,538,187	1,575	7.31
United States	331,449,275	36,433	10.99

Note: This indicator is compared to the state average.



Source: Sparkmap, Make a Community Needs Assessment

Broadband Access

Broadband wiring and connections are essential for low- and moderate-income households to bridge the digital divide. Without access to high-quality internet, these residents lack equitable access to education, employment opportunities, healthcare, essential services, social inclusion, and economic mobility.

When more than one internet service provider exists in the same neighborhood or geographic area, competition between them not only gives residents and businesses a choice based on their needs, but it 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 user density to make it worth the provider's while to enter that market.

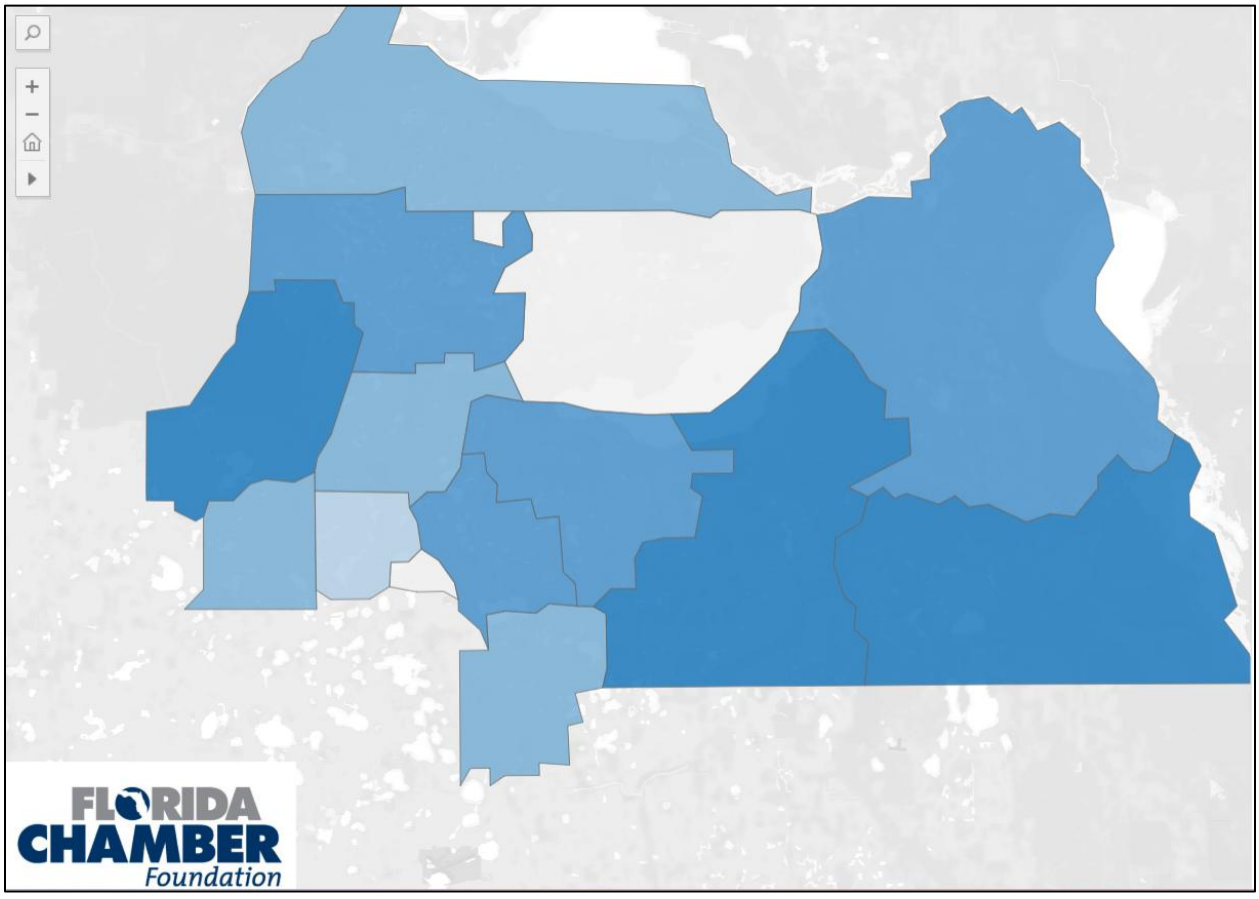
Using available data from several provider search engines and data-aggregating platforms, including Broadband Now and Broadband Search, the following was determined for Seminole County. In general, monthly prices are low to average, ranging from $30 to $50. One of the newer forms of home internet is 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.

Internet Providers in Seminole County			
Provider	**Max Upload Speed**	**Starting Price Per Month**	**Availability**
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

Source: Seminole County Consolidated Plan 2025-2029

Much of Seminole County has strong household internet access, reflecting the area's relatively high employment, educational attainment, and infrastructure investment. These conditions support

residents' ability to participate in the modern economy and access essential services online. However, some areas show comparatively lower connectivity levels, indicating potential gaps where households may still rely on limited or less reliable internet options.



Source: The Florida Gap Map, Florida Chamber Foundation, Household Access to Internet

Accessibility

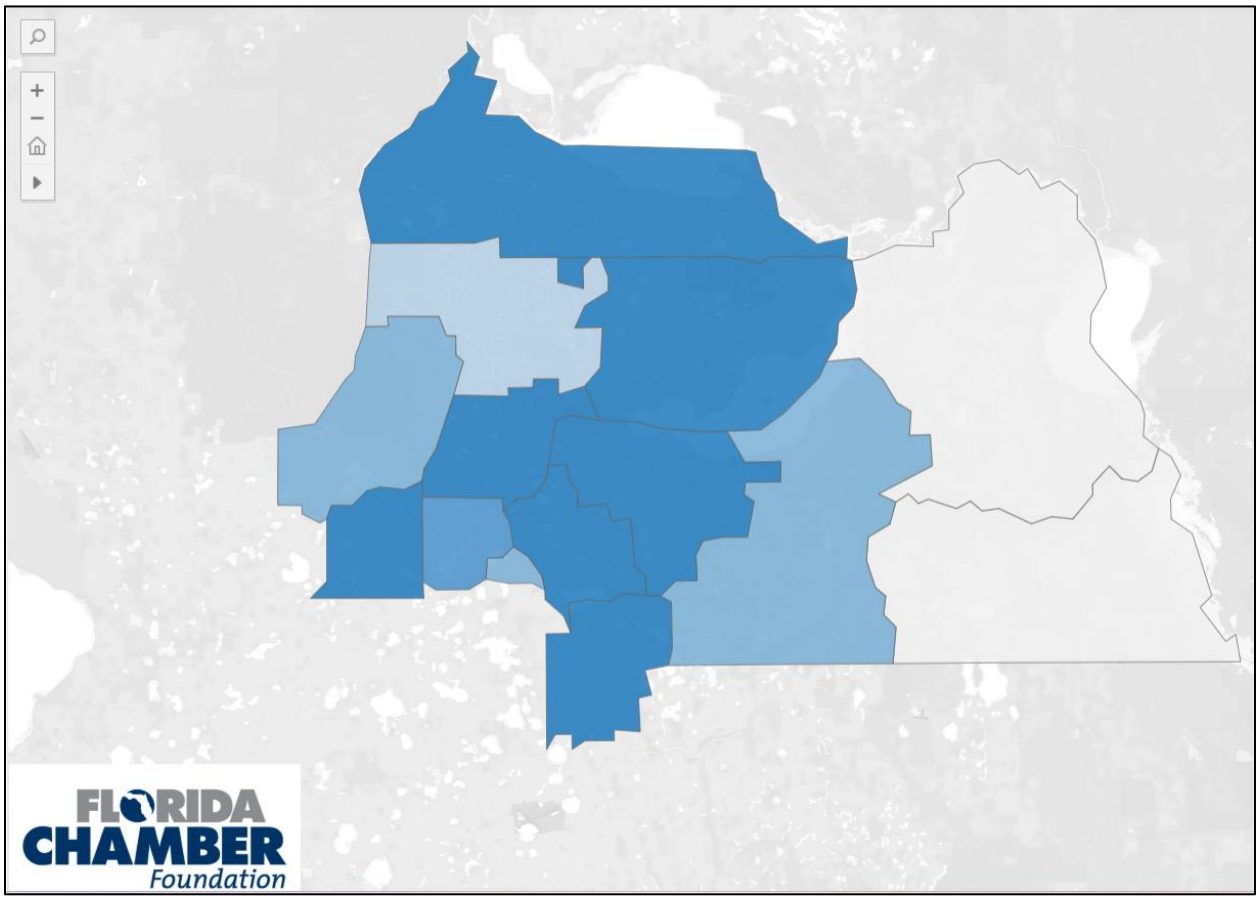
Accessibility is a key community asset that supports equity, inclusion, and overall quality of life. It refers to how easily residents can reach essential destinations such as public transportation, employment centers, healthcare providers, schools, grocery stores, and recreational areas. Accessibility also includes the ability of seniors, people with disabilities, and other vulnerable populations to move through the community safely and independently, without physical, financial, or systemic barriers.

Strong accessibility is closely tied to housing stability. When residents can easily reach jobs, services, and daily necessities, they are better able to maintain employment, manage expenses, and remain in their homes over time. For older adults, people with disabilities, and families with young children, access to reliable transportation, nearby healthcare, and ADA-compliant buildings can make the difference between living independently and being forced to relocate. By improving

accessibility, communities help ensure that all residents have the opportunity to remain safely housed and fully participate in community life.

The map illustrates the distribution of residents with disabilities across Seminole County, showing that this population is present throughout the county rather than concentrated in a single area. Several tracts show higher shares of residents with disabilities, particularly in more established neighborhoods and areas with older housing stock, while other tracts reflect comparatively lower percentages. Overall, the pattern suggests that households with disabilities are integrated into the community and may rely on a range of local services, transportation options, and accessible housing.

This distribution shows the importance of maintaining accessible infrastructure, supportive housing programs, and proximity to healthcare, transit, and community services throughout the county. Because residents with disabilities live in a variety of neighborhoods, accessibility improvements and housing stability efforts should be considered on a countywide basis rather than limited to a few specific locations.



Source: The Florida Gap Map, Florida Chamber Foundation, Percentage with a Disability

Disability is present across all demographic groups in Seminole County, with slightly higher rates among females (12.0 percent) than males (11.1 percent). By race and ethnicity, disability rates are

generally similar across major groups, though somewhat higher among Black or African American residents and American Indian or Alaska Native residents. White residents represent the largest number of individuals with disabilities due to their larger share of the county's population, while Hispanic or Latino residents have a slightly lower overall disability rate.

Age is the strongest factor associated with disability. Rates increase steadily as residents grow older, rising from very low levels among children to more than one in five among residents ages 65 to 74 and more than two in five among residents ages 75 and older. This pattern reflects the county's aging population and highlights the growing importance of accessible housing, healthcare, and supportive services for seniors.

In terms of disability type, ambulatory and cognitive difficulties are the most common, followed by hearing and independent living difficulties. Vision and self-care limitations are less common but still affect thousands of residents. These trends indicate a continued need for accessible housing design, transportation options, and community-based services that support mobility, independence, and aging in place across Seminole County.

Disability Characteristics in Seminole County, FL		
Disability by Sex	**#**	**%**
Male	25,526	11.1%
Female	28,958	12.0%
Disability by Race/Ethnicity	**#**	**%**
White Alone	35,401	12.0%
Black or African American Alone	7,568	13.5%
American Indian and Alaska Native Alone	186	19.5%
Asian Alone	2,021	8.2%
Native Hawaiian and Other Pacific Islander Alone	10	4.4%
Some Other Race Alone	3,154	11.2%
Two or More Races	6,144	9.3%
White Alone, not Hispanic or Latino	32,147	12.2%
Hispanic or Latino (of Any Race)	11,350	10.4%
Disability by Age	**#**	**%**
Under 5 Years	184	0.8%
5 to 17 Years	4,343	5.8%
18 to 34 Years	7,134	6.8%
35 to 64 Years	20,064	10.5%
65 to 74 Years	9,608	21.3%
75 Years and Over	13,151	43.2%
Disability Type	**#**	**%**
Hearing difficulty	14,051	3.0%
Vision difficulty	9,079	1.9%
Cognitive difficulty	21,880	4.9%

Ambulatory difficulty	26,062	5.8%
Self-care difficulty	8,849	2.0%
Independent living difficulty	17,899	4.8%
Note 1: All % represent a share of the total population within the jurisdiction or region.		

Source: American Community Survey 2023 5-Year Estimates: Table S1810-Disability Characteristics

Access to Affordable Housing for Individuals with Disabilities

Access to affordable housing for individuals with disabilities is critical to supporting independence, stability, and full participation in community life. People with disabilities often face additional financial, physical, and social challenges that can make it harder to find and maintain suitable housing. Expanding affordable and accessible housing options helps create more equitable communities and ensures that residents of all abilities can live safely and independently.

Despite progress in many areas, several challenges continue to affect housing access for this population. The supply of housing that is both affordable and accessible remains limited, and many individuals with disabilities rely on fixed or lower incomes that make market-rate housing difficult to afford. The cost of accessibility modifications, such as ramps or adapted bathrooms, can also be a barrier without financial assistance. Some households may encounter discrimination or difficulty securing reasonable accommodation, and demand for subsidized housing often exceeds available resources, leading to long waitlists. In addition, affordable units may not always be located near transportation, healthcare, or employment centers, which can create additional challenges for residents.

Addressing these issues requires coordinated efforts among local governments, housing providers, service organizations, and the community to increase the supply of accessible units, expand supportive services, and ensure that housing opportunities are available in locations that promote independence and quality of life.

Access to Broadband and Government Services for Individuals with Disabilities

Broadband internet access plays an important role in supporting individuals with disabilities by connecting them to essential services, education, employment, and healthcare. Reliable internet access makes it easier to attend telehealth appointments, reducing transportation barriers and allowing individuals to receive care from the safety and comfort of their homes. This is especially important for those with mobility limitations or chronic health conditions.

Broadband also expands access to remote work and job training opportunities, helping individuals with disabilities participate more fully in the workforce and achieve greater financial independence. In education, high-speed internet supports online learning and the use of assistive technologies such as screen readers, captioning, and speech-to-text tools, which help students succeed in virtual environments.

Beyond work and education, broadband enables social connection through virtual events, support groups, and communication with family and friends, helping to reduce social isolation. It also provides access to critical government services, including benefits applications and case management for programs such as Social Security Disability Insurance, Medicaid, and Supplemental Security Income. Reliable internet access enables individuals to apply for services, check their status, and stay informed about important updates.

Access to Transportation for Individuals with Disabilities

Access to reliable and accessible transportation is essential for individuals with disabilities because it directly affects their ability to live independently and participate fully in community life. Transportation connects residents to employment, healthcare, education, shopping, and social activities. Without safe and dependable options, individuals with disabilities may experience increased isolation, missed medical appointments, or difficulty maintaining stable employment.

Accessible transportation systems, such as paratransit services, ADA-compliant fixed-route buses, and pedestrian infrastructure designed for mobility devices, help ensure that people with disabilities can travel safely and with dignity. These services are particularly important for individuals who are unable to drive or who require specialized accommodation. When transportation is affordable, reliable, and accessible, it reduces barriers to opportunity and supports long-term housing stability.

However, challenges may persist, including limited-service coverage, long wait times for paratransit, a lack of accessible sidewalks or crossings, and transportation costs that can strain fixed or low incomes. Addressing these barriers requires continued investment in accessible transit options, coordinated transportation planning, and infrastructure improvements that support people of all abilities.

Improving transportation access for individuals with disabilities strengthens overall community connectivity, promotes independence, and helps ensure that all residents can access the services and opportunities they need to thrive.

Access to Education for Individuals with Disabilities

Access to education for individuals with disabilities in the County is shaped by federal and state regulations, local policies, and the resources available in the school district. The aim is to provide equitable and inclusive education through Individualized Education Programs (IEPs), Section 504 Plans, and special education services.

Schools in the County follow federal guidelines under the IDEA (Individuals with Disabilities Education Act), which ensure that students with disabilities receive a free, appropriate public education in the least restrictive environment. This means that, whenever possible, students with disabilities are educated alongside their non-disabled peers. Section 504 of the Rehabilitation Act

ensures that students with disabilities have equal access to education and accommodation. Students who do not qualify for special education under IDEA may still receive accommodation under a Section 504 Plan, which may include classroom modifications, extended testing time, or physical accommodations.

Students with disabilities who qualify under IDEA receive an Individualized Education Program (IEP). An IEP is a legal document outlining their specific learning needs, goals, and the services they will receive. Seminole County schools work with parents and specialists to develop IEPs tailored to each child's specific challenges and strengths. Services include:

- Speech and language therapy
- Occupational therapy
- Physical therapy
- Behavioral interventions
- Specialized instruction in reading, math, or other academic areas

The goal of the IEP is to ensure that students with disabilities receive the support they need to meet academic standards and make progress in school. The county emphasizes inclusive education, meaning students with disabilities are educated in general education classrooms whenever possible. In inclusion classrooms, both general education and special education teachers work together to support students with disabilities. For students who require more intensive support, resource rooms provide specialized instruction in a smaller setting for part of the day.

SCPS offers Exceptional Student Education (ESE) programs to support students with a range of disabilities, including learning disabilities, intellectual disabilities, emotional and behavioral disorders, autism spectrum disorder, and physical impairments. ESE services are provided in both regular schools and specialized settings, based on the student's needs. The county employs ESE-certified teachers, paraprofessionals, and specialized therapists who work closely with students to ensure that their educational needs are met.

In some cases, students with more complex or severe disabilities may be educated in specialized schools or programs within the district. These programs offer more intensive, individualized instruction and therapy to meet the unique needs of students who may not thrive in a traditional school setting.

Assistive technology is also provided for students with disabilities who require it. This can include devices such as speech-to-text software, braille readers, communication devices for non-verbal students, and specialized keyboards or input devices for students with physical disabilities.

Like many school districts, Seminole County faces challenges related to funding for special education. While the district works to provide necessary services, limited resources can impact the availability of specialized staff, such as therapists, behavioral specialists, and paraprofessionals. This may result in longer waiting times for evaluations and services or larger caseloads for special education teachers.

Ensuring that general education teachers are adequately trained in inclusive teaching practices and classroom management for students with disabilities is an ongoing challenge. While ESE-certified teachers are specialists in working with students with disabilities, many general education teachers require additional professional development to fully support inclusion.

Parents play a crucial role in advocating for their children's educational needs. Some families may find it challenging to navigate the special education system, especially those unfamiliar with the IEP process or their legal rights under IDEA and Section 504. SCPS often provides parent training sessions and support groups to help families understand and engage in their child's education.

Access to Supportive Services for Individuals with Disabilities

Healthcare and Mental Health Services

- Orlando Health South Seminole Hospital
    - This is a full-service hospital in Longwood offering emergency care, inpatient and outpatient services, surgical care, rehabilitation, and specialty medical services. The facility provides critical acute care and specialty treatment for residents, including individuals with disabilities and chronic health conditions.
- AdventHealth Lake Mary Health Park
    - Part of the AdventHealth system, this medical campus offers outpatient specialty care, diagnostics, laboratory services, and physician practices. It serves as a regional hub for primary and specialty healthcare services.
- True Health (Sanford and Casselberry)
    - Community health centers providing affordable primary care, preventive services, behavioral health, dental care, and pharmacy services. True Health focuses on serving low-income, uninsured, and medically underserved residents.
- Community Health Centers
    - The centers are part of a federally qualified health center network providing primary care, pediatrics, women's health, dental care, and behavioral health services on a sliding-fee scale.

- Florida Department of Health in Seminole County
    - The County's public health department provides immunizations, primary care, family planning, infectious disease services, and health education. It plays a key role in serving low-income residents and individuals with special needs.
- American Muslim Community Health Center
    - A free clinic in Longwood that provides basic medical services, health screenings, and referrals for uninsured or underinsured residents, helping expand access to care for vulnerable populations.
- United Medical and Social Services Free Clinic
    - A nonprofit clinic in Sanford offering primary care services, limited specialty care, and social service referrals to uninsured and low-income residents.
- Oviedo Family Health Center
    - A long-standing family practice clinic providing primary care, preventive services, and chronic disease management for individuals and families.

Employment and Vocational Services

- Division of Vocational Rehabilitation
    - DVR helps individuals with disabilities find employment, gain job skills, and access training programs. The agency offers career counseling, job placement assistance, and on-the-job training for individuals with physical or intellectual disabilities.
- CareerSource Central Florida
    - The region's workforce development agency provides employment assistance, job search support, resume preparation, career coaching, and training opportunities. CareerSource partners with local employers and offers specialized services for individuals with disabilities, veterans, and other populations facing barriers to employment.
- Goodwill Industries of Central Florida
    - Goodwill provides job training, employment placement, and career development services for individuals with disabilities and other barriers to employment. Programs include skills training, supported employment, and transitional work

opportunities to help individuals gain experience and move into competitive employment.

- Easterseals Florida
    - Easterseals offers employment and vocational training services for individuals with disabilities, including job coaching, work readiness programs, and supported employment. They also focus on helping individuals build skills, gain confidence, and achieve long-term employment stability.

Housing and Independent Living Services

- Seminole County Housing Authority
    - The PHA provides affordable housing opportunities through programs such as the Housing Choice Voucher program. These resources help low-income households, including individuals with disabilities, access safe and stable rental housing in the private market.
- Seminole County Community Services Department
    - The department administers housing assistance, emergency rental support, and supportive service programs for eligible residents. It also connects households to housing counseling, homelessness prevention programs, and other stabilization resources.
- Center for Independent Living in Central Florida
    - The center provides independent living services for individuals with disabilities, including housing navigation, accessibility support, benefits counseling, and life-skills training. The organization helps individuals find and maintain housing while promoting self-sufficiency and community integration.

Economic Development

Economic development is a key component of housing equity because it influences job creation, wage growth, and access to opportunity across the community. A strong and diverse local economy helps residents secure stable employment, build financial security, and afford safe, quality housing. When economic opportunities are widely accessible, households are better positioned to avoid cost burdens, reduce displacement risk, and achieve long-term stability.

In Seminole County, economic development is shaped by a mix of industries, regional employment connections, and workforce characteristics. The county benefits from proximity to the broader Orlando metropolitan economy, which provides access to a wide range of job opportunities across

multiple sectors. At the same time, local employment centers, small businesses, and commercial corridors contribute to the county's economic base and support local job growth.

Understanding economic trends, business activity, and workforce conditions helps identify where investment and policy strategies can strengthen economic mobility. Aligning economic development with housing, transportation, and workforce initiatives can help ensure that growth benefits a broad range of residents and supports more equitable access to opportunities across Seminole County.

The chart below shows that Seminole County's workforce is concentrated in a diverse mix of service, professional, and trade-related industries, reflecting the county's role within the broader Central Florida economy. The largest employment sector is education and health care services, which accounts for 22.3% of all workers. This sector provides a stable base of jobs and includes a wide range of occupations, from entry-level support roles to highly skilled professional positions.

The next largest sectors include professional, scientific, and management services (16.2%), followed by arts, entertainment, and accommodations (10.9%), finance, insurance, and real estate (10.2%), and retail trade (10.2%). Together, these sectors account for a significant share of the county's employment and encompass both higher-wage professional occupations and service-oriented jobs that support the local economy.

Mid-sized sectors such as construction (6.9%), manufacturing (5.5%), and transportation and warehousing (5.3%) provide additional employment opportunities, particularly in skilled trades and logistics-related fields. Smaller shares of employment are found in public administration, other services, information, and wholesale trade, while agriculture and resource-based industries make up only a very small portion of the local workforce.

Overall, the employment distribution shows that Seminole County benefits from a balanced and service-oriented economy, with strong representation in health care, professional services, and finance. While these sectors provide a range of job opportunities, the presence of lower-wage service and retail employment also underscores the importance of workforce development, career advancement pathways, and affordable housing strategies to support economic mobility.

Workers and Jobs by Sector

Business by Sector	Number of Workers	Percent
Agriculture, Mining, Oil & Gas Extraction	326	0.1%
Arts, Entertainment, Accommodations	28,222	10.9%
Construction	17,827	6.9%
Education and Health Care Services	57,763	22.3%
Finance, Insurance, and Real Estate	26,351	10.2%

Information	6,624	2.6%
Manufacturing	14,232	5.5%
Other Services	12,741	4.9%
Professional, Scientific, Management Services	41,984	16.2%
Public Administration	9,290	3.6%
Retail Trade	26,411	10.2%
Transportation & Warehousing	13,734	5.3%
Wholesale Trade	3,934	1.5%

Source: 2019-2023 American Community Survey, Table DP03

VI. POLICY AND PROGRAMS IMPACTING HOUSING ACCESS

Access to safe, stable, and affordable housing is shaped not only by market conditions but also by federal, state, and local policies and programs. Legislative frameworks such as the Fair Housing Act and the Housing and Community Development Act of 1974 establish the foundation for preventing discriminatory practices and expanding housing opportunities, while funding programs administered by the U.S. Department of Housing and Urban Development (HUD) provide financial resources to address affordability gaps and community development needs.

Public policies influence land use, zoning, lending practices, housing production, and tenant protections—each of which directly affects who can access housing and where. Programs such as Housing Choice Vouchers, State Housing Initiatives Partnership Program, HOME Investment Partnerships, Community Development Block Grants, and local housing trust funds aim to reduce cost burdens, promote fair housing choice, and increase the supply of affordable units. However, the design, funding levels, and implementation of these policies can either expand opportunity or unintentionally reinforce disparities.

Understanding how these policies and programs interact is critical to evaluating barriers to housing access.

Local Government Policies

Comprehensive Plan Housing Element

The Seminole County Comprehensive Plan, previously updated in 2021, includes a Housing Element that sets out goals, objectives, and policies to guide housing development and preservation. This element is required under Florida law and focuses on addressing housing needs for all residents, including lower-income households and those with special needs. It promotes adequate sites and a diversity of housing types to meet current and future needs.

Key supportive strategies include:

- Ensuring adequate affordable housing for all current and future residents and maintaining a high-quality housing stock.
- Encouraging a variety of housing options to serve different income levels, household sizes, and special needs populations.

Seminole County's Housing Element contains specific policies that guide zoning decisions and growth strategies to expand housing access:

- Objective HSG 3: focuses on ensuring adequate housing development for very low-income, low-income, elderly, and farmworker households.

- Policy HSG 3.1: directs the County to work with affordable housing providers to identify sites suitable for affordable housing.
- Policy HSG 3.2: requires dissemination of land use and housing information services to help nonprofit developers and low-income households access adequate housing.
- Policy HSG 3.3: ties affordable housing into the Land Development Code through provisions like density bonuses and incentives for affordable units (i.e., higher allowable densities when affordable units are included).

Zoning and Land Development Regulations

Zoning districts impact housing access because they regulate what types of housing are allowed where, and these regulations can either promote or limit access to affordable and diverse housing options. Seminole County has established the following districts related to housing.

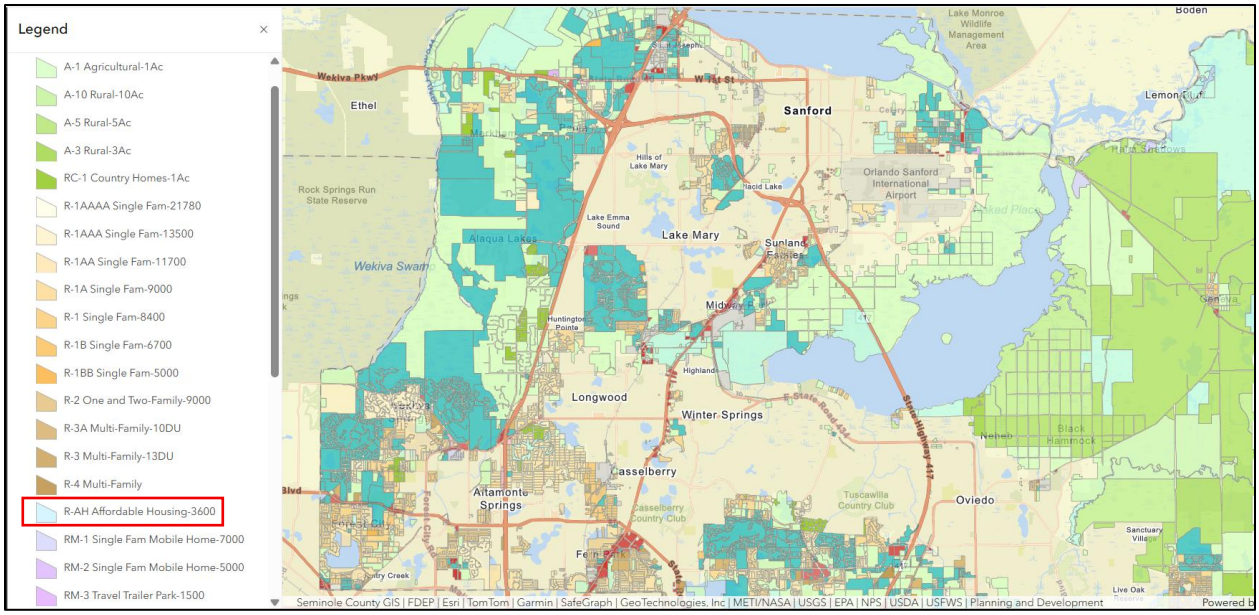
RC-1	Country Homes District
R-1	Single-Family Dwelling District
R-1B	Single-Family Dwelling District
R-1BB	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District
R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
PD	Planned Development District
MM	Missing Middle District
MUCD	Mixed Use Corridor District

The established zoning districts reflect a broad range of residential development opportunities, but their impact on affordable housing varies significantly depending on permitted density, housing type flexibility, and development standards. Lower-density districts such as RC-1 and the multiple R-1 single-family districts primarily support detached housing on larger lots, which can limit affordable housing production by increasing land consumption and development costs and restricting opportunities for smaller or attached housing types.

Moderate- and higher-density districts such as R-2, R-3, R-3A, and R-4 more directly support affordable housing by allowing duplexes, multi-family development, and greater unit concentrations, which improve land efficiency and lower per-unit costs. Specialized districts including R-AH, MM, MUCD, and PD provide the strongest regulatory support because they encourage affordable housing, mixed-use patterns, and flexible site design that can accommodate diverse housing products such as townhomes, workforce housing, and infill development. Mobile home districts (RM-1 and RM-2) also contribute to affordability by preserving lower-cost housing options, while RM-3 serves a more limited residential role. Overall, affordable housing potential is strongest where zoning allows increased density, housing diversity, and reduced development constraints, while single-family-only districts may impede broader affordability goals unless paired with incentives or zoning flexibility.

The Seminole County Land Development Code includes a dedicated zoning district specifically for affordable housing, called R-AH (Affordable Housing Dwelling District). It's designed to promote compact, varied housing types with standards tailored for affordability and mixed income communities:

- Permits a broad range of housing types — from single-family homes to townhomes, small multiplexes, cottage courts, and live/work units — which increases flexibility to produce lower-cost units.
- Smaller minimum dwelling sizes (e.g., 450 sq. ft.) and more compact site design requirements.
- Requires that at least 50% of units in an R-AH project be provided to low- and moderate-income households, with at least 20% for low-income households. This encourages mixed-income neighborhoods rather than segregated affordable enclaves.



The idea of establishing an Affordable Housing Dwelling District is positive in principle, as it signals a commitment to expanding housing opportunities. However, when reviewing the zoning map for Seminole County, it becomes evident that very few areas are actually designated under this district. This limited application significantly reduces the policy's effectiveness and raises concerns about its impact on fair housing. Without broader geographic inclusion, the district may fail to meaningfully increase access to affordable housing or address disparate housing patterns where such housing is permitted.

Inclusionary Zoning or Voluntary Incentive Programs

- Live Local Act Implementation: The Board of County Commissioners has actively addressed tax exemptions under the state's Live Local Act, opting to structure local incentives for developments that reserve at least 40% of units for affordable housing.

- Inclusionary Housing Policies: Seminole County's Attainable Housing Strategic Plan states that the County will explore the adoption of an Inclusionary Housing Ordinance for certain areas of the County identified by the Access and Opportunity Model as the most suitable for affordable and workforce housing.

Density Bonuses and Accessory Dwelling Unit (ADU) Policies

Seminole County relies on incentive-based strategies and land-use flexibility to encourage the development of diverse housing types that serve residents across a range of income levels. One of the County's primary tools is the Affordable and Workforce Housing Density Bonus policy, which allows residential developments to exceed standard density limits when a portion of units are priced at levels affordable to low- and very low-income households. Under this policy, developments may reach up to seven dwelling units per acre in low-density residential areas, twelve units per acre in medium-density residential areas, and twenty-two units per acre in high-density residential areas, with additional opportunities available in mixed development areas and urban centers and corridors. The policy includes a sliding scale density bonus, allowing projects that include a greater percentage of affordable units to receive larger density allowances. Additional development incentives may include:

- reduced lot sizes
- clustered development patterns
- reduced setbacks
- allowances for duplexes, triplexes, quadplexes, and multifamily housing

This policy also requires that affordable units be integrated within developments and designed so they are not visually distinguishable from market-rate housing, helping to promote mixed-income communities.

The County also seeks to support residents of different ages, incomes, and abilities by allowing a broader range of housing types while maintaining neighborhood character. Policy HSG 12.1 directs the County to amend the Land Development Code as needed to permit Accessory Dwelling Units (ADUs) within both new and existing single-family developments. These smaller secondary units are intended to provide additional housing options while remaining compatible with surrounding neighborhoods.

Local Housing Trust Funds

Seminole County supports affordable housing development through the use of Affordable Housing Trust Funds, which help finance housing initiatives for very low- and low-income households. These trust funds are supported by a combination of federal and state housing resources and are used to reduce the financial barriers to developing and preserving affordable housing.

The County uses these funds to assist with key development costs such as land acquisition, impact fees, supporting infrastructure, and other housing development expenses. By helping offset these costs, the trust fund encourages both nonprofit and private-sector developers to build or rehabilitate housing that is affordable to lower-income residents. This approach allows the County to leverage public funding with private investment, increasing the feasibility of projects that might otherwise be financially challenging to develop. In Seminole County specifically, these funds are often used alongside programs such as the SHIP program and other federal housing resources to support homeownership assistance, rental development, and housing rehabilitation programs.

Impact Fees and Development Incentives

Seminole County code has established a permitting process and incentive framework to encourage the development of affordable housing, including "senior only" housing for persons age 60 and older, consistent with the county's housing incentive plan adopted under the State Housing Initiatives Partnership (SHIP) program.

The ordinance outlines procedures for certifying Affordable Housing Developments (AHDs), identifies incentives available to developers, and defines the review and approval process.

An AHD is defined as:

- Owner-occupied housing where a designated portion of units are affordable to households at or below 80% of Area Median Income (AMI); or
- Rental housing where a designated portion of units are affordable to households at or below 60% of AMI.

To promote affordable housing, the county may offer:

1. Expedited permitting – Priority review with a target two-week site plan turnaround. A pre-application meeting is required, and a designated staff ombudsman assists applicants.
2. Fee waivers or deferrals – At the county's discretion, site plan and development review fees and the county's share of transportation impact fees may be waived or deferred, except where legally restricted (e.g., bond covenants).
3. Density increases or regulatory relief – At the county's discretion, projects may receive comprehensive plan or zoning amendments to allow higher density, or relief through a development agreement.

Code Enforcement Policies

Seminole County maintains code enforcement policies to protect public health, safety, and neighborhood quality by ensuring that residential properties meet established standards. The County's Code Enforcement Division, within the Development Services Department, is responsible for enforcing the Seminole County Code of Ordinances related to property maintenance, land use, and building conditions. These regulations address issues such as unsafe structures, excessive debris, unpermitted construction, abandoned vehicles, and other conditions that may negatively affect neighborhood stability and housing quality.

Through inspections, compliance notices, and, when necessary, hearings before a Special Magistrate or Code Enforcement Board, the County works to bring properties into compliance with local standards. These policies help prevent the deterioration of housing and neighborhoods while encouraging property owners to maintain safe and habitable living conditions. Effective code enforcement plays an important role in supporting housing access by preserving the quality of the existing housing stock, reducing blight, and helping ensure that residents live in safe and well-maintained communities.

Housing and Community Development Programs

The County utilizes several federal housing and community development programs to expand housing opportunities, improve neighborhood conditions, and support residents with low to moderate incomes. These programs, primarily funded through HUD, provide resources that local governments can use to address housing affordability, community development needs, and economic stability.

Federal-Level Programs

Community Development Block Grant (CDBG)

One of the primary programs is the Community Development Block Grant program, which provides funding for activities that benefit low- and moderate-income residents. CDBG funds are commonly used for housing rehabilitation, public facility improvements, infrastructure projects, public services, and neighborhood revitalization efforts. These investments help improve housing conditions and support community development throughout the County.

HOME Investment Partnerships Program (HOME)

The HOME Investment Partnerships Program is another key federal resource used to increase the supply of affordable housing. HOME funds can be used for activities such as constructing new affordable housing, rehabilitating existing units, providing rental assistance, and supporting homeownership programs for income-qualified households.

Housing Choice Voucher Program (HCV or Section 8)

Federal housing assistance programs, such as the Housing Choice Voucher Program, are administered by local housing authorities and provide rental assistance to eligible households. These programs help low-income families, seniors, and individuals with disabilities access housing in the private market by subsidizing a portion of their rent.

State-Level Programs

State-level housing policies and programs play an important role in supporting Seminole County's efforts to expand housing access and address affordability challenges. Programs administered through the Florida Housing Finance Corporation provide financial resources and development incentives that local governments can leverage to meet local housing needs.

State Housing Initiatives Partnership Program (SHIP)

SHIP provides funding directly to Seminole County to implement locally administered housing programs. These funds allow the County to offer assistance such as down payment and closing cost assistance for first-time homebuyers, housing rehabilitation for existing homeowners, and support for special needs housing. Because SHIP is designed to be flexible, the County can tailor its housing strategies to reflect local market conditions and community priorities.

State Apartment Incentive Loan Program (SAIL)

The State Apartment Incentive Loan Program also influences housing access in Seminole County by providing financing for affordable multifamily developments. Developers operating in the County can apply for these funds through the state to help reduce development costs and increase the number of rental units affordable to lower-income households.

Live Local Act

More recently, the Live Local Act has introduced additional incentives to encourage the development of workforce and affordable housing across Florida. The legislation provides funding for housing programs and includes provisions to increase housing supply, which may create additional opportunities for affordable housing development within Seminole County.

Lending and Financial Access Policies

Access to fair and responsible lending is an important component of housing opportunities in Seminole County. Federal and state laws, along with local housing programs, help ensure that residents have equitable access to mortgage financing, homeownership assistance, and other financial services needed to obtain and maintain housing.

Financial institutions operating in Seminole County are subject to the Community Reinvestment Act, which encourages banks to help meet the credit needs of the communities they serve, including low- and moderate-income neighborhoods. Through the CRA, banks are evaluated on their efforts to provide mortgage loans, small business financing, and community development investments that support local economic growth.

At the federal level, laws such as the Fair Housing Act and the Equal Credit Opportunity Act prohibit discrimination in lending and other credit transactions based on factors such as race, national origin, sex, disability, and familial status.

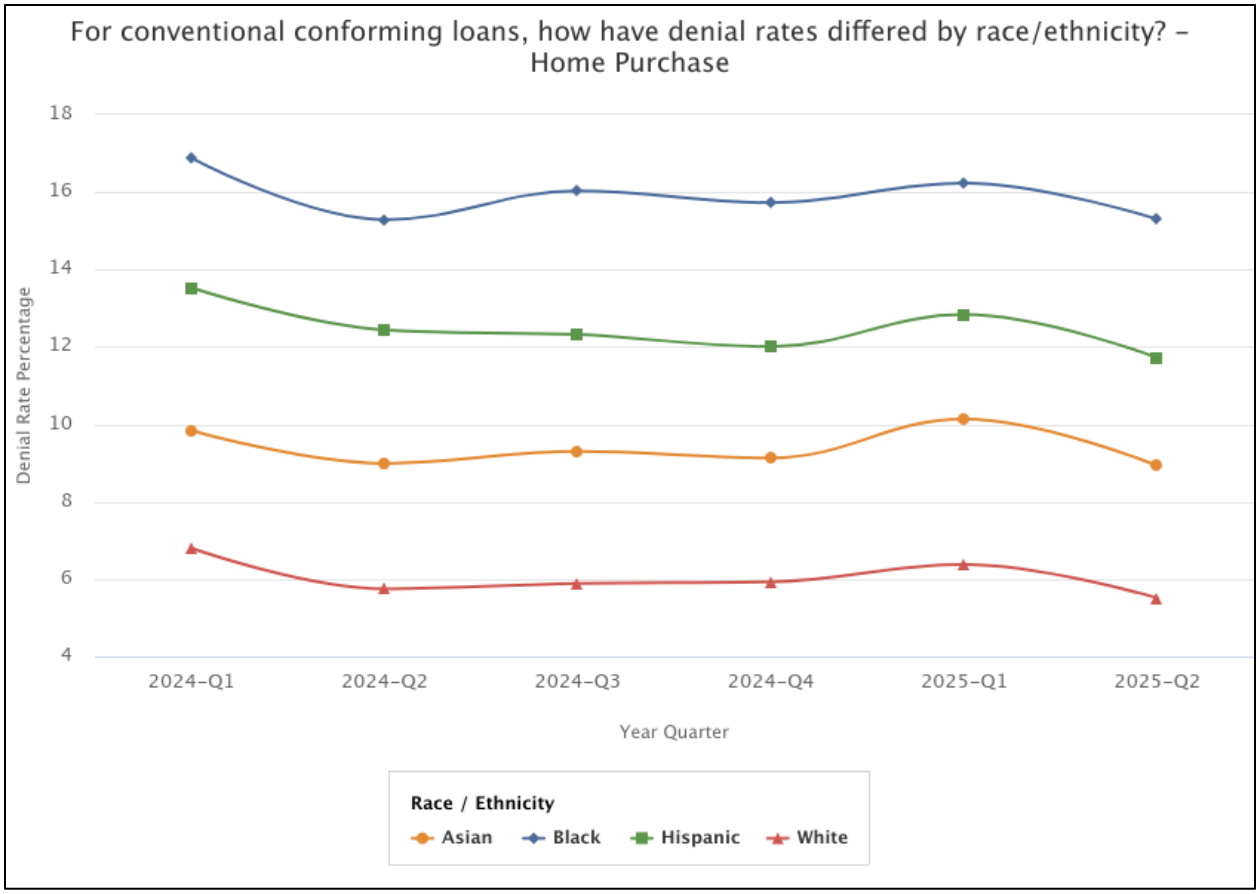
In addition, the Home Mortgage Disclosure Act requires many financial institutions to report lending data, which helps regulators and communities monitor lending patterns and identify potential disparities in access to credit.

Lending Patterns

This chart below shows a clear and persistent disparity in conventional conforming home purchase loan denial rates by minoritized populations over the period from 2024-Q1 through 2025-Q2. Across every quarter, Black applicants experienced the highest denial rates, remaining in the 15–17% range, followed by Hispanic applicants at roughly 12–13%, Asian applicants near 9–10%, and White applicants consistently lowest at about 5–7%.

Overall, denial rates declined slightly by 2025-Q2 for all groups, but the relative gaps between racial and ethnic groups remained largely unchanged. Black applicants were denied at rates roughly two to three times higher than White applicants throughout the period, indicating that access to mortgage credit continues to be uneven across populations.

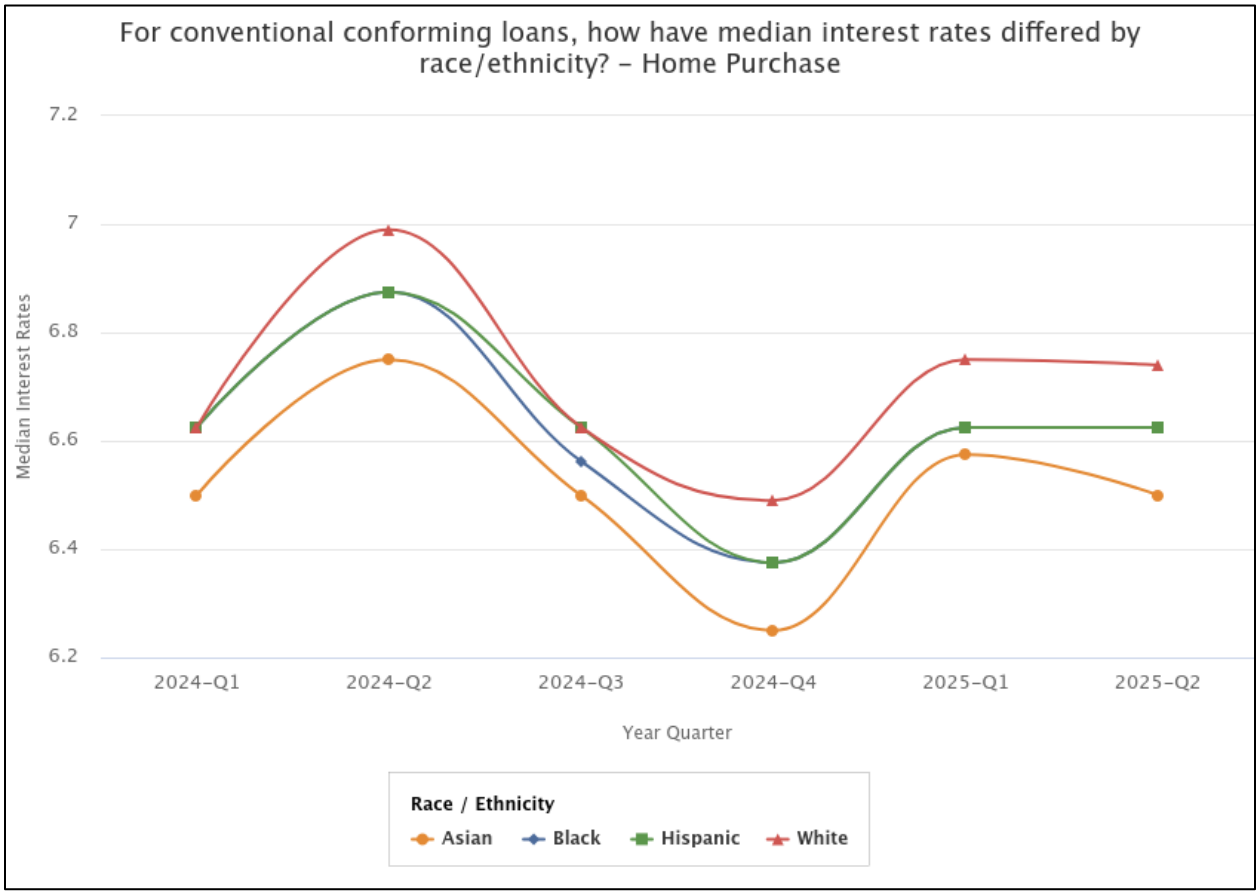
What this means is that while lending conditions may be improving modestly overall, structural barriers to homeownership persist for minoritized populations—particularly Black and Hispanic borrowers. These differences may reflect disparities in income, credit profiles, debt burdens, savings for down payment, appraisal outcomes, or broader systemic lending inequities, and they suggest an ongoing need for targeted homebuyer counseling, down payment assistance, credit readiness programs, and fair lending oversight to improve equitable access to homeownership.



Source: Consumer Financial Protection Bureau, Federal Financial Institutions Examination Council, Home Mortgage Disclosure Act Data, Home Purchase Loans Denial Rates by Race, Q1 2024 – Q2 2025

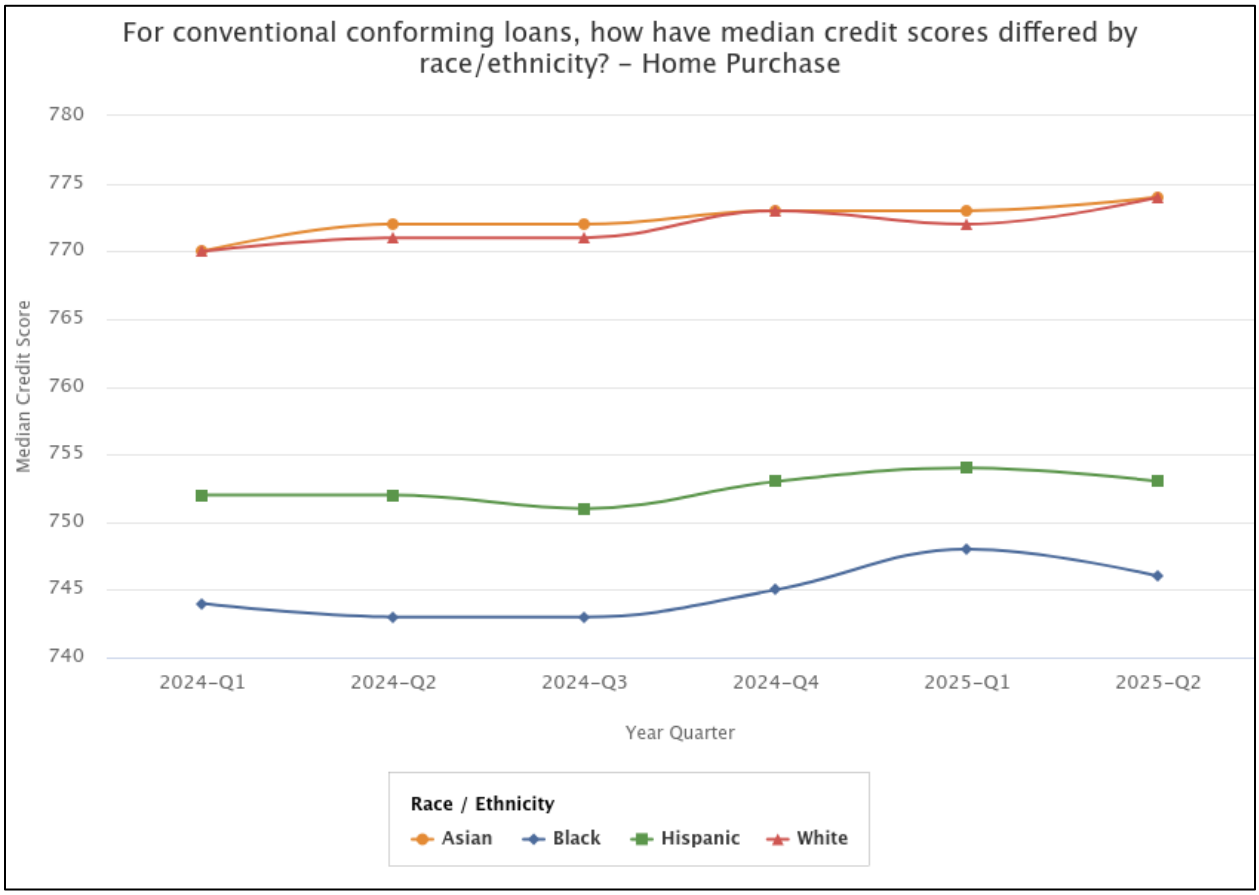
The chart below illustrates the median interest rates, in Seminole County, for conventional conforming home purchase loans across different racial/ethnic groups (Asian, Black, Hispanic, and White) from 2024 to 2025. It shows that interest rates rise sharply in early 2024, peak around the second quarter, and then decrease through 2025. White borrowers face the highest rates, particularly in the first half of 2024, while Asian borrowers generally experience the lowest rates. Black and Hispanic borrowers see interest rates that fall between those of Asian and White groups. These differences highlight disparities in loan costs, which may be influenced by factors such as credit profiles and access to financial products.

The higher interest rates for White borrowers compared to minoritized populations, as shown in the chart, could be influenced by several factors. One possible reason is that credit scoring systems and lending criteria might differ for different demographic groups, even if not explicitly discriminatory. For example, White borrowers may have higher average loan amounts, potentially resulting in higher perceived risk and thus higher interest rates. Alternatively, differences in income levels, employment stability, or debt-to-income ratios across racial lines could also contribute to these disparities. Additionally, historical economic factors and unequal access to financial products may result in different loan terms for non-minoritized and minoritized borrowers, leading to these variations in interest rates.



The chart below shows a consistent gap in median credit scores, in Seminole County, among approved conventional home purchase loan applicants by minoritized populations over the six-quarter period. Asian and White applicants maintained the highest median credit scores, generally ranging from 770 to 774, while Hispanic applicants remained in the middle at approximately 751 to 754, and Black applicants had the lowest median scores, ranging from 743 to 748. Although all groups showed relatively stable scores over time, the persistent difference of roughly 20–30 points between Black and Hispanic applicants compared with White and Asian applicants suggests that borrowers from some minoritized groups may face greater barriers to meeting conventional lending standards.

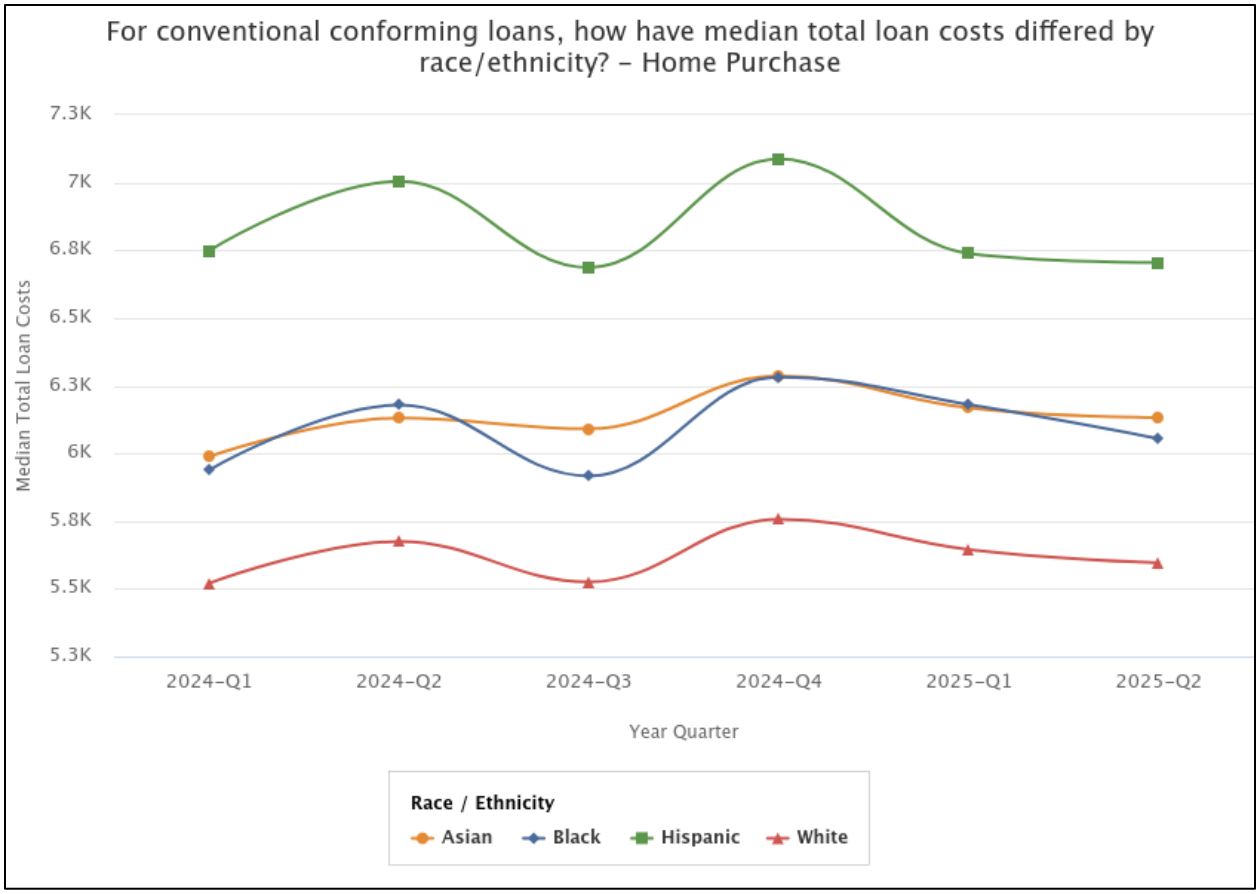
What this means is that credit score disparities can directly influence access to mortgage financing, since higher credit scores often improve loan approval chances and borrowing terms such as interest rates. These patterns may reflect broader differences in wealth, credit history, debt burden, and access to financial resources across populations, which can contribute to unequal opportunities for homeownership and long-term wealth building.



The chart shows the median total loan costs, in Seminole County, for conventional conforming home purchase loans across different non-minoritized and minoritized groups—Asian, Black, Hispanic, and White—over multiple quarters from 2024 to 2025. The data reveals that Asian and Black groups generally have higher loan costs compared to Hispanic and White groups. The Asian group shows a noticeable peak in loan costs in mid-2024, while Black and White groups experience steadier fluctuations.

These differences in loan costs by minoritized populations could raise concern from a fair housing perspective as they may indicate potential disparities in the financial treatment of applicants based on classification as a minoritized population. Higher loan costs for certain minoritized groups can be indicative of systemic barriers and discriminatory practices, which could contribute to unequal access to homeownership and perpetuate wealth gaps.

There could also be several factors that explain why total loan costs are lower for White borrowers compared to minoritized groups. One key reason might be differences in credit scores, as White borrowers may have higher average credit scores, which could lead to better loan terms, such as lower interest rates. Additionally, White borrowers may be more likely to secure loans with lower down payments or favorable financing options, which can reduce upfront costs. Geographic location also plays a role, as White borrowers may be more likely to live in areas with lower home prices or more access to affordable financing options. Furthermore, historical factors, such as generational wealth or access to financial education, may provide White borrowers with better financial stability, leading to more favorable loan conditions. These factors highlight the broader structural issues that contribute to disparities in loan costs.



Mortgage Services and Other Financial Institutions

The Federal Deposit Insurance Corporation (FDIC) reports that there are 26 insured financial institutions in Seminole County. These include several larger nationwide banks, such as Regions, TD, Ameris, PNC, Fifth Third, Bank of America, Wells Fargo, and JP Morgan Chase. The FDIC also reports that in 2023, 3.2% of households in the State of Florida are unbanked, meaning no one in the household had a checking or savings account at a bank or credit union. As of 2023, 5.6 million households in the U.S were unbanked.

With the digital age, buyers now have abundant access to mortgage brokers online who serve Seminole County residents, including top companies like Rocket Mortgage and Loan Depot. These brokers can often offer better interest rates and terms on home loans than traditional financial institutions.

While there is access to mortgage services and other financial institutions, obtaining a mortgage is also dependent on the loan products offered. Most offer FHA and VA loans, which require low down payments, and some, like Wells Fargo, offer first-time homebuyer programs that provide down payment or closing cost assistance.

Areas with high concentrations of minoritized populations tend to have increased access to alternative financial services like check-cashers and same-day and pay-day lenders. Data shows that minoritized populations tend to utilize these services at higher rates than non-minoritized populations to manage finances, which can lead to disparities in access to financial services as these alternatives are usually low in quality but high in cost and can trap borrowers in a cycle of debt.

Fair and Affordable Credit

Access to fair and affordable credit is crucial for individuals, businesses, and the broader economy. It allows individuals to manage their finances more effectively, particularly in times of emergency or when making significant life purchases (e.g., home, education, medical expenses). Access to credit enables people to invest in opportunities they might otherwise not afford.

Credit provides marginalized groups, such as low-income individuals or those with limited access to traditional financial services, the opportunity to participate in the economy. This can help reduce inequality and promote social mobility.

A primary reason for mortgage denial is poor credit. Building credit is a long-term process and often difficult for those already cost burdened. Minoritized populations are often the most cost burdened while also experiencing credit issues, as shown in the chart above, leading to disparities in access to affordable credit.

While there is access in Seminole County to financial institutions that provide various types of credit, affordability would be situational, and likely be unaffordable for cost burdened households. In all cases, credit becomes unaffordable when the borrower's ability to repay the debt is strained, either due to the terms of the credit or external circumstances. Credit can become unaffordable for many reasons including:

1. High Interest Rates: If the interest rates on loans or credit cards are high, it can significantly increase the cost of borrowing. Even if the borrower initially takes on a manageable amount of debt, the interest can quickly compound, making repayment more difficult.

2. Unclear or Complex Terms: Some credit products have complex terms that can be hard to understand, leading borrowers to take on more debt than they can afford. For instance, introductory low rates that increase after a certain period can result in unexpected costs.

3. Credit Overextension: When people take on more credit than they can handle—whether through multiple credit cards, loans, or other financial products—they may struggle to make all the payments on time. This overextension can lead to missed payments, late fees, and additional interest charges, making credit more expensive.

4. Variable Rates: Some credit products, like adjustable-rate mortgages or variable-rate loans, have interest rates that change over time. If rates rise unexpectedly, monthly payments can increase, making the debt harder to manage.

5. Poor Credit History: Borrowers with poor credit scores often face higher interest rates and less favorable credit terms. This makes credit more expensive, even if they can secure loans, as lenders charge higher rates to offset the risk of default.

6. Minimum Payments: Many credit products, particularly credit cards, allow borrowers to make just the minimum payment each month. While this may seem manageable, it often doesn't reduce the principal quickly enough. As a result, borrowers can end up paying much more over time due to accumulating interest, leading to unaffordable debt.

7. Income Instability: If a person experiences a loss of income, such as losing a job or facing a reduction in hours, they may no longer be able to meet their credit obligations. This makes credit repayments unaffordable, especially if the borrower is already living paycheck to paycheck.

8. Inflation and Economic Conditions: Inflation or poor economic conditions can lead to higher living costs, making it harder for individuals to pay off existing debts. Even if credit is initially affordable, external factors can make it harder to keep up with repayments.

Obtaining affordable credit in Seminole County is also dependent on the loan products offered by financial institutions or mortgage companies. Conventional loans typically require a high credit score above 700. Other loan products like the Federal Housing Administration (FHA) and United States Department of Agriculture (USDA) allow a minimum credit score of 580. While lenders have relaxed credit requirements, many cost-burdened low-income households do not have the means to escape their poor credit history. Further, the lower the credit score the higher the interest rate, making mortgage payments higher and reducing access to homeownership.

According to The Pew Charitable Trusts, banks have dramatically expanded their small lending since 2018. Small-dollar loans make it possible for millions of consumers with low or no credit scores to borrow safely and save borrowers money compared to high-cost credit products from payday, auto title, pawn, and rent-to-own providers. Small loans offer a safe, affordable alternative for most of the nation's low- and no-credit history borrowers. Depending on the bank, loans can be in an amount up to $500, $750, or $1,000.

The Pew Charitable Trusts also states there are small lending standards that should be considered by banks and credit unions including:

- Access. Credit should be available to existing bank and credit union customers who need the most help, are able to repay, and do not qualify for other loans.

- Affordability. Loans and lines of credit should offer enough time to repay, usually at least three months, so that each installment consumes only a small share of a borrower's income.

- Fair pricing. The total cost of the loan should be only a small fraction of the loan's principal but be sufficient to ensure the bank can provide widespread access to small credit.

- Speed. Application processes should be fast and easy, leveraging online and mobile banking technologies and funds should be provided the same day.

As of April 2023, six of the eight largest U.S. banks by branch count, which collectively operate 23% of all bank branches, had rolled out small installment loans or lines of credit that cost at least 15 times less than average payday loans. These banks include Regions Bank, Truist, Wells Fargo, Bank of America, Huntington Bank, and U.S. Bank. Some of these banks operate in Seminole County, offering small loans to all protected classes and those who have low to no credit history, including Wells Fargo and Bank of America.

The National Credit Union Administration's (NCUA) Payday Alternative Loan program is also creating more alternatives for borrowers by allowing federal credit unions to provide loans designed to give consumers a more affordable alternative to predatory payday loans, which carry high APRs and short repayment terms. This loan program set a record for new loan volume, reaching an all-time high with $227 million originated in 2022.

Suncoast Credit Union is a not-for-profit organization that offers credit cards, mortgages, auto loans, home equity loans, and personal loans. The credit union provides loans with low rates and fees and allows borrowers to choose the length of the loan to determine monthly payments that are within budget.

There are various Low-Income Designated Credit Unions (LIDCU) operating in Florida. These institutions primarily serve members who meet certain low-income thresholds based on data available from the U.S. Census Bureau. Benefits for protected and marginalized populations include eligibility for grants and low-interest loans from the Community Development Revolving Loan Fund and the ability to accept non-member deposits from any source. Suncoast Credit Union is a LIDCU.

Tenant Protections and Rental Policies

In Florida, landlord-tenant relationships are primarily governed by the Florida Residential Landlord and Tenant Act. This law outlines the rights and responsibilities of both landlords and tenants, including requirements related to lease agreements, security deposits, maintenance responsibilities, eviction procedures, and notice requirements. The law is intended to ensure that rental housing is maintained in habitable conditions and that both parties follow established legal processes in the event of disputes.

The Seminole County Bar Association Legal Aid Society provides legal assistance to qualifying residents regarding landlord-tenant disputes. The county also partners with Community Legal Services - Sanford which is another regional legal partner offering housing-related legal aid, especially for residents facing civil legal barriers tied to housing stability.

In Seminole County, tenant stability is further supported through housing assistance programs and local service providers that offer rental assistance, housing counseling, and eviction prevention services. Programs funded through federal resources such as CDBG and other housing initiatives may be used to support emergency rental assistance, housing stabilization services, and programs that help residents remain housed during periods of financial hardship.

Fair Housing Enforcement and Compliance

Fair housing enforcement and compliance are essential to ensuring that all residents have equal access to housing opportunities in Seminole County. Federal and state laws prohibit discrimination in housing-related activities, including renting, buying, lending, and housing advertising. These protections help ensure that individuals and families are treated fairly regardless of personal characteristics such as race, color, national origin, religion, sex, disability, or familial status.

The primary federal law governing fair housing is the Fair Housing Act. Enforcement of this law is carried out by HUD, which investigates complaints and works with state and local partners to address potential violations.

At the state level, the Florida Fair Housing Act provides similar protections and is enforced by the Florida Commission on Human Relations, Individuals who believe they have experiences housing discrimination in Seminole County may file complaints through either HUD or the state agency, which will investigate and pursue enforcement actions when necessary.

In addition to enforcement mechanisms, local governments and housing organizations promote fair housing compliance through education, outreach, and housing counseling services. These efforts help increase awareness of fair housing rights and responsibilities among residents, landlords, lenders, and real estate professionals.

As a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD), the county is obligated to Affirmatively Further Fair Housing (AFFH) and will comply

through the development of this Housing Access Plan. The county also collaborates with various public service organizations throughout the region to assure that any discriminatory housing practices are eliminated, including the local and surrounding public housing authorities. The Seminole County Community Services Department directs fair housing complaints and makes referrals to HUD or its local fair housing partners for enforcement.

The county certifies to its compliance with the Fair Housing Act and its amendments through the preparation of HUD regulatory plans. Additional laws the county is obligated to comply with due to receipt of federal assistance is Section 504 of the Rehabilitation Act of 1973 (which applies to programs and activities receiving federal funds), Titles II and III of the Americans with Disabilities Act (ADA) (which apply to programs, services, and activities provided or made available by public entities and to public accommodations, respectively), and the Architectural Barriers Act (which applies to federal facilities). Any housing (including single family detached homes) constructed by federal, state, or local government entities or constructed using federal funds may be subject to accessibility requirements under these laws. Housing funded by HUD also must meet the Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter. Under the UFAS, all federally assisted new construction housing developments with five or more units must design and construct 5% of the dwelling units, or at least one unit, whichever is greater, to be accessible for persons with mobility disabilities. An additional 2% of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities. The county's housing programs are in compliance with these federal regulations.

Complaint Process

Persons suspecting that they have been discriminated against can file a fair housing complaint at the federal, state, or local level by contacting HUD, DOJ, FCHR, or CLSMF. Any complaints received by the County alleging fair housing violations are referred to CLSMF. The chart below provides information on how residents can file a housing discrimination complaint with any of the fair housing enforcement organizations.

How to file a Housing Discrimination Complaint	
To file a housing discrimination complaint with HUD: • Place a toll-free call to 1-800-440-8091 or TTY 1-800-927-9275; • Complete the "on-line" complaint form available on the HUD website; • Submit a claim of housing discrimination on the HUD Complaint Mobile App; or • Mail a completed complaint form or letter to:	To report an incident of housing discrimination to the DOJ, or to alert the DOJ of matters involving a pattern or practice of discrimination or matters involving denial of rights to groups of persons: • Call the Fair Housing Tip Line at 1-800-896-7743; • Email fairhousing@usdoj.org; or • Mail a letter to: U.S. Department of Justice Civil Rights Division

Atlanta Regional Office of FHEO U.S. Department of Housing and Urban Development Five Points Plaza 40 Marietta Street, 16th Floor Atlanta, Georgia 30303-2806	Housing and Civil Enforcement Section – G St. 950 Pennsylvania Avenue, N.W. Washington, DC 20530
To file a complaint with FCHR, complainants must contact the agency within one year of the date on which the alleged act of discrimination occurred. • Telephone 850-488-7082; or • Mail or fax the Technical Assistance Questionnaire for Housing Complaints to: Florida Commission on Human Relations Office of Customer Service 4075 Esplanade Way, Room 110 Tallahassee, FL 32399 Facsimile 850-487-1007	To file a complaint with CLSMF: • Complete the "online intake" form at https://www.clsmf.org/ • Or Phone (800) 405-1417

If a complaint is filed with HUD under the federal Fair Housing Act and the complaint falls within the jurisdiction of FCHR, HUD must refer the complaint to the local or state agency and may take no further action, except under limited circumstances. Once the complaint is filed with FCHR, the process is as follows:

- A person alleging discrimination under the FFHA has one year after the discriminatory housing practice to file a complaint with FCHR.
- FCHR has 100 days after receiving the complaint to complete an investigation and issue a determination.
- FCHR can decide to resolve the complaint and eliminate or correct the alleged discriminatory housing practice through conciliation.
- If, within 180 days after a complaint is filed, FCHR has been unable to obtain voluntary compliance, the complainant may initiate civil action or petition for an administrative determination.
- If the commission finds reasonable cause, the claimant may request that the Attorney General bring the civil action against the respondent.
- A civil action must be commenced within two years after the alleged discriminatory act occurred.
- The court may continue a civil case if conciliation efforts by FCHR or by a local housing agency are likely to result in a satisfactory settlement.

- If the court finds that a discriminatory housing practice has occurred, the court must issue an order prohibiting the practice and providing administrative relief.
- Possible remedies include injunctions, restraining orders, fines and actual and punitive damages, court costs, and reasonable attorney's fees.

VII. EVALUATION OF CURRENT FAIR HOUSING LEGAL STATUS

Discrimination Cases Filed and Resolutions

The Florida Commission on Human Rights is the state agency which enforces the state's civil rights laws. HUD receives most housing discrimination complaints as the primary federal agency enforcing fair housing law, and the Commission receives and investigates housing discrimination complaints referred to them by HUD, working with HUD to ensure the complaint is thoroughly investigated. Once a decision about the complaint is reached, the complainant receives instructions on how to seek the remedies provided for under the law. Possible remedies for housing discrimination include injunctions, restraining orders, damages, court costs and attorney fees.

A review of fair housing complaint data helps identify trends in housing discrimination to inform specific fair housing actions that may be needed to address the cause of any trends. A review of housing and enforcement cases found that within the past 5 years, the county has no unresolved Department of Justice fair housing lawsuit or systemic violation finding against it.

VIII. HOUSING ACCESS STRATEGIC PLAN

This Fair Housing Strategic Plan is designed to identify and address barriers that limit equal access to housing opportunities within Seminole County. Rooted in the principles of universal access and compliance with fair housing laws, the plan evaluates existing conditions, policies, and practices that may contribute to disparities in housing choice.

Through analysis of demographic data, stakeholder input, and housing trends, several potential barriers to fair housing have been identified. These may include limited availability of affordable housing, patterns of settlement that have high concentrations of minoritized populations, lack of accessible housing for individuals with disabilities, discriminatory lending or rental practices, language and informational barriers, and gaps in fair housing awareness and enforcement.

This plan outlines a strategic framework to overcome these barriers by establishing clear goals, actionable steps, and collaborative responsibilities among public agencies, private partners, and community organizations. By implementing these strategies, Seminole County aims to expand housing choice, promote universal access in neighborhoods, and ensure compliance with federal, state, and local fair housing requirements.

Findings: Barriers to Housing Access

1. Affordability & Cost Burden

    - High housing costs relative to income
    - Severe cost burden among low- and extremely low-income households
    - Disproportionate impacts on minoritized populations, seniors, and individuals with disabilities
    - Limited availability of affordable units

2. Limited Housing Supply & Type Mismatch

    - Dominance of single-family housing
    - Shortage of "missing middle" housing (duplexes, triplexes, etc.)
    - Lack of small units and large family-sized units
    - Limited accessible housing stock

3. Concentrated Areas of Poverty & Minoritized Populations

    - Moderate segregation patterns of minoritized populations

- Presence of racially/ethnically concentrated area of poverty (R/ECAPs)
- Unequal access to high-opportunity neighborhoods

4. Lending & Homeownership Disparities
   - Higher mortgage denial rates for minoritized applicants
   - Barriers to credit access and financing
   - Lower homeownership rates among protected classes
5. Barriers for Families with Children
   - Limited availability of family-sized housing
   - Affordability constraints impacting families
6. Barriers for Individuals with Disabilities
   - Lack of accessible and affordable housing
   - High cost of home modifications
   - Transportation and service access challenges
7. Language Access & Limited English Proficiency Barriers
   - Limited English proficiency affecting access to housing
   - Lack of translated materials and interpretation services
   - Difficulty understanding housing rights and processes
8. Immigrant & Foreign-Born Barriers
   - Limited credit history or documentation
   - Language and cultural barriers
9. Voucher & Rental Market Barriers
   - Limited landlord participation in voucher programs
   - Inspection and leasing delays
   - Difficulty accessing high-opportunity areas
   - Lack of available rental units
10. Aging Housing Stock & Quality Issues
    - Older housing requiring rehabilitation

- Substandard housing conditions in some areas
- Deferred maintenance due to cost burdens

11. Access to Opportunity (Transportation, Jobs, Services)
    - Mismatch between housing and employment centers
    - Limited transportation options
    - Barriers to accessing services such as childcare and healthcare

Seminole County Housing Access Strategies			
Fair Housing Goal	**Recommendations to Address Goal**	**Responsible Party**	**Potential Resources**
1. Expand Affordable Housing & Preserve Existing Units *(Combines: affordability, aging housing stock, voucher access)*	- Increase production of affordable housing across income levels (especially ≤50% AMI) o Consider redevelopment or adaptive reuse of existing housing and structures. - Preserve existing affordable units through rehabilitation and anti-displacement strategies. - Evaluate and potentially expand rental assistance and purchase assistance programs and improve voucher utilization (landlord incentives, streamlined inspections). - Consider establishing a formal employer outreach initiative to explore employer-assisted housing partnerships.	Seminole County Community Services Seminole County Housing Authority Seminole County Board of County Commissioners Developers Nonprofit Housing Partners Landlords	HOME, CDBG, HCV, LIHTC, SHIP, Emergency Rental Assistance, Weatherization Programs
2. Increase Housing Supply, Diversity & Accessibility *(Combines: housing supply, disability access, family housing)*	- Continue to assess and reform land use and zoning policies to consider inclusionary housing policies. - Evaluate the potential to implement additional incentives through the SHIP program to further incentivize mixed-income and higher-density development or redevelopment. - Expand accessible (ADA/universal design) and family-sized units through development or	Seminole County Planning & Development Seminole County Community Services Seminole County Board of County Commissioners	LIHTC, HOME, CDBG, SHIP, Private investment

	redevelopment strategies, including the rehabilitation of existing units.		
3. Advance Fair Housing Choice & Reduce Concentrated Areas of Poverty & Minoritized Populations *(Combines: segregation, access to opportunity, transportation alignment)*	- Develop/redevelop affordable housing in high-opportunity areas. - Provide mobility counseling programs and expand access to opportunity-rich neighborhoods. - Align housing efforts with transportation, jobs, and services (TOD strategies). - Affirmatively market housing to protected classes.	Seminole County Planning & Development City of Sanford Seminole County Community Services Seminole County Board of County Commissioners Seminole County Housing Authority MetroPlan Orlando/Transit Agencies Fair Housing Organizations	HUD AFFH tools, HCV mobility programs (self-sufficiency programs), DOT grants, FHIP/FHAP funding, CDBG, HOME, SHIP
4. Promote Equitable Homeownership & Financial Access ***(Combines: lending disparities, immigrant barriers)***	- Evaluate and expand purchase assistance programs. o Consider increasing maximum purchase price and maximum award amounts. - Partner with lenders to reduce denial disparities and improve underwriting flexibility.	Seminole County Community Services Nonprofit Housing Partners Financial Institutions	HOME, CDBG, SHIP, CRA funding, HUD counseling grants, Philanthropic funding

	- Evaluate financial education, credit-building, and culturally competent counseling. Enhance curriculum to include immediate homeowner affordability topics and post-purchase criteria. - Address language and access barriers for immigrants and those without traditional credit histories.		
5. Strengthen Fair Housing Protections, Enforcement & Universal Access ***(Combines: LEP, enforcement, systemic barriers)***	- Expand fair housing enforcement, testing, and education. - Provide language access services and translated materials. - Improve reasonable accommodation processes for individuals with disabilities. - Continue to conduct ongoing fair housing assessments and remove policy barriers.	Seminole County Community Services ADA Coordinator Fair Housing Organizations Housing Providers Nonprofit Housing Partners	FHIP, FHAP, HUD technical assistance, local general funds, HOME, CDBG, SHIP

APPENDIX A – DEFINITIONS AND DATA RESOURCES

Key Definitions

Affirmatively Further Fair Housing – To Affirmatively Further Fair Housing (AFFH) is to comply with "the 1968 Fair Housing Act's obligation for state and local governments to improve and achieve more meaningful outcomes from fair housing policies, so that every American has the right to fair housing, regardless of their race, color, national origin, religion, sex, disability or familial status."

Affordable - Though local definitions of the term may vary, the definition used throughout this analysis is congruent with HUD's definition:

- HUD defines as "affordable" housing that costs no more than 30% of a household's total monthly gross income. For rental housing, the 30% amount would be inclusive of any tenant-paid utility costs.

- For homeowners, the 30% amount would include the mortgage payment, property taxes, homeowners' insurance, and any homeowners' association fees.

Age – As it refers to protected class status, it forbids age discrimination against people who are 40 or older.

Ancestry – A person's caste, country, nation, tribe, or other identifiable group of people from which a person descends. It can also refer to common physical, cultural or linguistic characteristics of an individual's ancestors.

Color – The visible color of a person's skin; that is, pigmentation, complexion, skin shade, or tone.

Disability - "Handicap" means, with respect to a person—

- a physical or mental impairment which substantially limits one or more of such person's major life activities,
- a record of having such an impairment, or
- being regarded as having such an impairment,

But such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 802 of title 21).

Ethnicity – Shared attributes of a group of people who identify with each other that distinguish them from other groups such as a common set of traditions, ancestry, language, history, society, culture, nation, religion, or social treatment within their residing area.

Fair Housing Choice - In carrying out its Housing Equity Plan, the county utilized the following definition of "Fair Housing Choice":

- The ability of persons of similar income levels to have available to them the same housing choices regardless of race, color, religion, sex, national origin, familial status, or handicap.

Familial Status

- One or more individuals (who have not attained the age of 18 years) being domiciled with—
  (1) a parent or another person having legal custody of such individual or individuals; or
  (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

  The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

Impediments to Fair Housing Choice - As adapted from the Fair Housing Planning Guide, impediments to fair housing choice are understood to include:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.

- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

Marital Status – The state of being married, divorced, or single.

National Origin - A person's birthplace or ancestry, such as someone who is Latino/a or Hispanic or from another country or region of the world.

Protected Classes - In carrying out its Housing Equity Plan, the county utilized the following definition of Protected Classes:

- Title VIII of the Civil Rights Act of 1968 prohibits housing discrimination based on race, color, national origin or ancestry, sex, or religion. The 1988 Fair Housing Amendments Act added familial status and mental and physical handicap as protected classes.

Race - Refers to whether a person is White, Black/African American, Asian, American Indian or an Alaska Native, or is a Native Hawaiian or Pacific Islander, or some mixture of two or more of these groups.

Religion – Includes the practice and non-practice of religion, such as atheism, as well as religions that are outside the mainstream.

Sex - Biological makeup, including genitalia, genetic differences, and sex characteristics. Typically, sex includes male, female, and intersex. Under the laws of discrimination and harassment, the phrase also includes gender or sexual orientation.

- Gender Identity: The identity and expression of socially constructed characteristics often associated with men and women.
- Sexual Orientation – A person's physical, romantic, sexual, and/or emotional attraction to others or lack thereof.

Data Sources

Decennial Census Data – Data collected by the Decennial Census for 2010 and 2000 is used in this Analysis. This older Census data is only used in conjunction with more recent data to illustrate trends.

American Community Survey (ACS) – Data used for demographics, employment, and economic, and housing section of this plan rely on the 2019-2023 and 2020-2024 five-year ACS estimates, unless otherwise noted. The five-year ACS offers 60 months of data collected between January 1 and December 31. This data set is used in this report because it offers estimates with relatively low margins of error and maximizes reliability of data at the census tract level. This second point is of particular importance to fair housing analysis because fair housing choice is often realized on a neighborhood-by-neighborhood basis. The American Community Survey is an ongoing statistical survey that samples a small percentage of the U.S. population every year, thus providing communities with more current population and housing data throughout the 10 years between censuses.

The ACS multi-year estimates are more current than Census 2020 data and available for more geographic areas than the ACS 1-Year Estimates, this dataset is one of the most frequently used. Because sampling error is reduced when estimates are collected over a longer period of time, 5-year estimates will be more accurate (but less recent) than 3-year estimates. ACS datasets are published for geographic areas with populations of 20,000 or greater.

Previous Works of Research – This Housing Access Plan is also supported by, and in some cases builds upon, previous works of significant local, state, and federal research conducted for or within the county. These works of research may include, but not be limited to, the following:

- 2025-2029 HUD Five-Year Consolidated Plan
- Previous Analysis of Impediments to Fair Housing Choice
- SHIP Local Housing Assistance Plan
- Comprehensive Plan
- HUD Point-In-Time Count
- HUD Housing Inventory Count
- Public Housing Plan

- Realtors Property Resource Market Analysis
- Florida Realtors SunStats Reports
- Home Mortgage Disclosure Act Data (HMDA)

APPENDIX B – COMMUNITY ENGAGEMENT AND OUTREACH



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

HUD 2025-2029 Consolidated Plan & Housing Equity Plan

Invest In Your Community and Join the Conversation!

Your feedback will inform strategies for adressing community needs and barriers to fair housing.

As a recipient of federal funds through the U.S Department of Housing and Urban Development (HUD), Seminole County has the opportunity to address the most pressing community needs impacting low-income and vulnerable populations, to promote economic opportunity, and to advance housing equity for residents.

To implement these efforts and receive critical grant funds, Seminole County will develop a Consolidated Plan and Housing Equity Plan. The Consolidated Plan details the county's strategy for addressing unmet needs and the use of HUD funds towards eligible activities. The Housing Equity Plan will identify barriers to fair housing and provide actionable steps for mitigating housing inequities, particularly for protected class groups.

We are encouraging residents, housing and homeless partners, non-profit organizations, service providers, and other stakeholders to provide input on the county's priority needs and fair housing issues by participating in the engagement features offered through our virtual experience.

Scan Me

Participate at the Link Below or Scan the QR Code:
www.fhcconnect.org/seminole-conplan-and-fairhousing

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Public Notice

2025-2029 HUD Consolidated Plan & Housing Equity Plan

Seminole County is a grant recipient of federal funds through the the U.S Department of Housing and Urban Development (HUD) and receives annual allocations under the following grant programs: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) program, and the Emergency Solutions Grant (ESG). To receive grant funds, the county must develop a Consolidated Plan which assesses housing, homeless, and economic conditions impacting the community. The Consolidated Plan provides a strategy for addressing needs and outlines a proposed budget for the county's use of HUD funds towards eligible activities.

Seminole County also supports housing equity, and is committed to promoting housing choice for all residents. The county will develop a Housing Equity Plan which will provide a comprehensive analysis of factors impacting housing choice within the county and outline strategies intended to reduce or eliminate barriers to fair housing.

Residents and stakeholders are encouraged to join us to help identify community strengths and gaps to determine the best use of funds for community change and a course of action to address fair housing issues. Seminole County encourages participation of all its residents especially the involvement of very low income residents, minorities, non-English speaking persons and persons with mobility, visual or hearing impairments.

Reasonable accommodations will be made for individuals with disabilities or persons with Limited English Proficiency requiring auxiliary aids or services. Persons needing a special accommodation to participate in any proceeding should contact Stacey Smithwick, Community Services Department, at (407) 665-2362 or ssmithwick@seminolecountyfl.gov.

March 12, 2025 | 5:30 - 7:00 PM
520 W. Lake Mary Blvd.
Sanford, Fl 32773

March 25, 2025 | 10:00 - 11:30 AM
Virtual:
https://us02web.zoom.us/j/82172354996

March 27, 2025 | 2:00 - 3:30 PM
Virtual:
https://us02web.zoom.us/j/82069598543

Invest In Your Community and Join the Conversation!

Seminole County Community Needs Survey

SURVEY RESPONSE REPORT
02 June 2022 - 13 April 2025

PROJECT NAME:
Seminole County Consolidated Plan and Housing Equity Plan

GRANICUS

SURVEY QUESTIONS

Q1 Name/Organization

Anonymous 1/29/2025 05:57 PM	IMPOWER- The Village
Anonymous 2/03/2025 06:39 AM	Janelle Dunn/True Health
Anonymous 2/03/2025 11:29 AM	IMPOWER
Anonymous 2/04/2025 11:14 AM	Alaina
Anonymous 2/04/2025 02:08 PM	Bright Community Trust, Inc.
Anonymous 2/05/2025 06:30 AM	Erin O’Donnell/Picnic Project
Anonymous 2/05/2025 08:32 AM	Hannah Keen
Anonymous 2/05/2025 11:24 AM	Lidia Galeas
Anonymous 2/05/2025 06:06 PM	Inspire of Central Florida
Anonymous 2/06/2025 10:30 AM	HOPE HELPS
Anonymous 2/06/2025 11:45 AM	U.S. Hunger
Anonymous 2/07/2025 11:23 AM	Susan Sikes
Anonymous 2/18/2025 07:07 AM	American Muslim Social Seervices

Anonymous 2/18/2025 06:11 PM	The Corey Donaldson Foundation Inc.
Anonymous 2/20/2025 06:02 AM	Making a Difference by Making a Change Foundation
Anonymous 2/20/2025 11:59 AM	Catholic Charties Of Central Flordia
Anonymous 2/24/2025 07:52 AM	Habitat for Humanity Seminole-Apopka
Anonymous 2/27/2025 02:06 PM	Inspire of Central Florida
Anonymous 3/11/2025 09:09 PM	American Muslim Social Services, Inc

Mandatory Question (19 response(s))
Question type: Single Line Question

Q2 Email Address

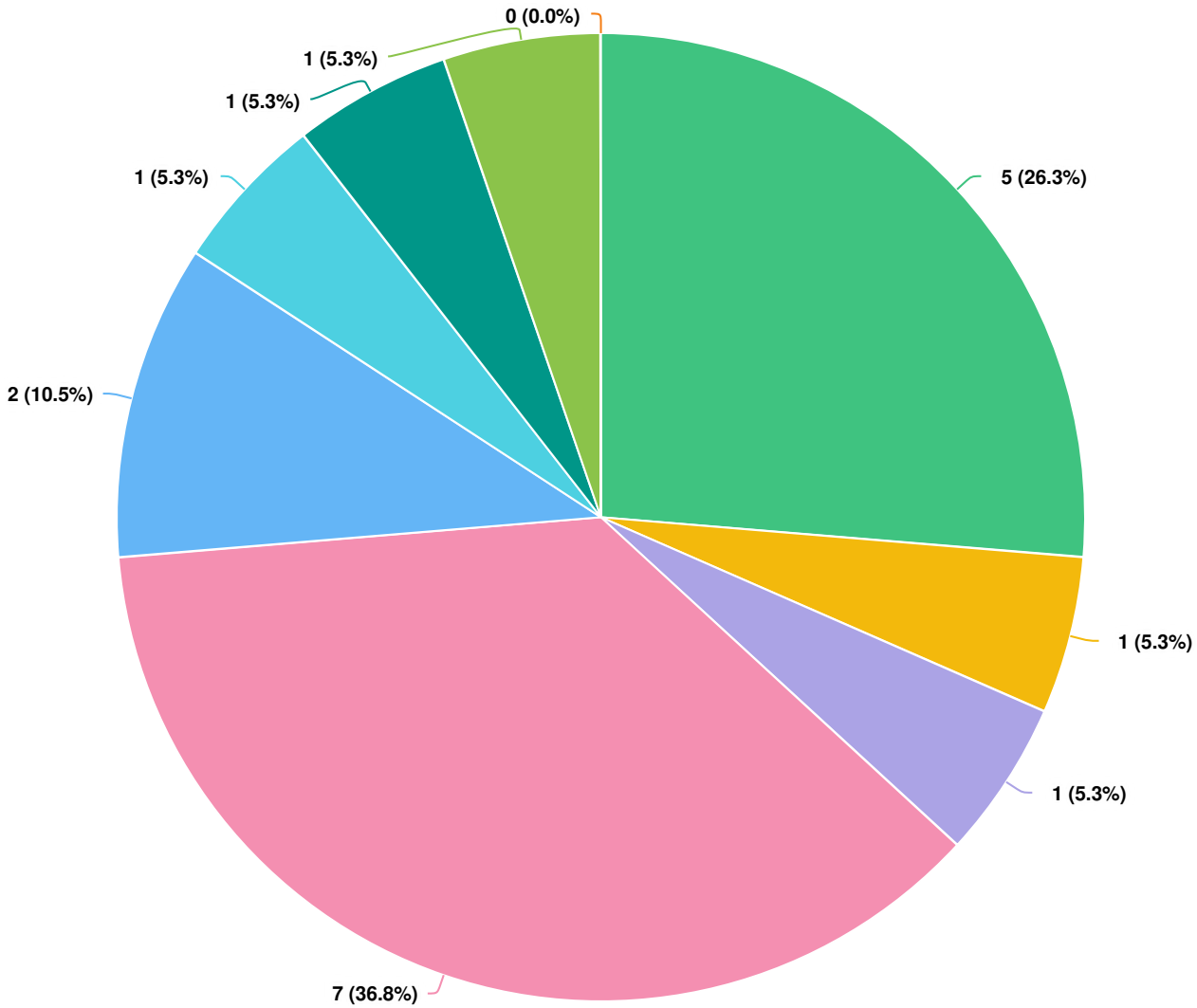
Anonymous 1/29/2025 05:57 PM	hjordan@impowerfl.org
Anonymous 2/03/2025 06:39 AM	janelle.dunn@mytruehealth.org
Anonymous 2/03/2025 11:29 AM	mdearth@impowerfl.org
Anonymous 2/04/2025 11:14 AM	alaina.staudte@gmail.com
Anonymous 2/04/2025 02:08 PM	traci@thebrightway.org
Anonymous 2/05/2025 06:30 AM	erin@picnicproject.org

Anonymous 2/05/2025 08:32 AM	hkeenben@aol.com
Anonymous 2/05/2025 11:24 AM	lgiron@seminolecountyfl.gov
Anonymous 2/05/2025 06:06 PM	lcontinanzi@inspirecfl.org
Anonymous 2/06/2025 10:30 AM	patricia@hopehelps.org
Anonymous 2/06/2025 11:45 AM	corissa.raymond@ushunger.org
Anonymous 2/07/2025 11:23 AM	ssikes1@gmail.com
Anonymous 2/18/2025 07:07 AM	atiffareed@amssclinic.org
Anonymous 2/18/2025 06:11 PM	Thecoreyfoundation@gmail.com
Anonymous 2/20/2025 06:02 AM	madmacfoundation18@gmail.com
Anonymous 2/20/2025 11:59 AM	gdejardens@cflcc.org
Anonymous 2/24/2025 07:52 AM	kpisciotta@habitat-sa.org
Anonymous 2/27/2025 02:06 PM	lcontinanzi@inspirecfl.org
Anonymous 3/11/2025 09:09 PM	noubaniyasmine@gmail.com

Mandatory Question (19 response(s))

Question type: Email Question

Q3 Please select the option that best describes you.



Question options

- Resident of Seminole County
- Business owner
- Landlord with property in Seminole County
- Social services provider
- Healthcare provider
- Educational institution
- Neighborhood/community leader
- Other (please specify)
- Elected official

Mandatory Question (19 response(s))
Question type: Radio Button Question

Q4 If you are a resident of Seminole County, what is your zip code? (Skip if not applicable)

Anonymous 1/29/2025 05:57 PM	32771
Anonymous 2/03/2025 06:39 AM	32773
Anonymous 2/03/2025 11:29 AM	32746
Anonymous 2/04/2025 11:14 AM	32765
Anonymous 2/05/2025 06:30 AM	Y
Anonymous 2/05/2025 08:32 AM	32771
Anonymous 2/05/2025 11:24 AM	FL
Anonymous 2/05/2025 06:06 PM	32707
Anonymous 2/06/2025 11:45 AM	32750
Anonymous 2/07/2025 11:23 AM	32792
Anonymous 2/18/2025 07:07 AM	32708
Anonymous 2/18/2025 06:11 PM	32771
Anonymous 2/20/2025 06:02 AM	FL

Anonymous 2/27/2025 02:06 PM	32708
Anonymous 3/11/2025 09:09 PM	FL

Optional question (15 response(s), 4 skipped)
Question type: Single Line Question

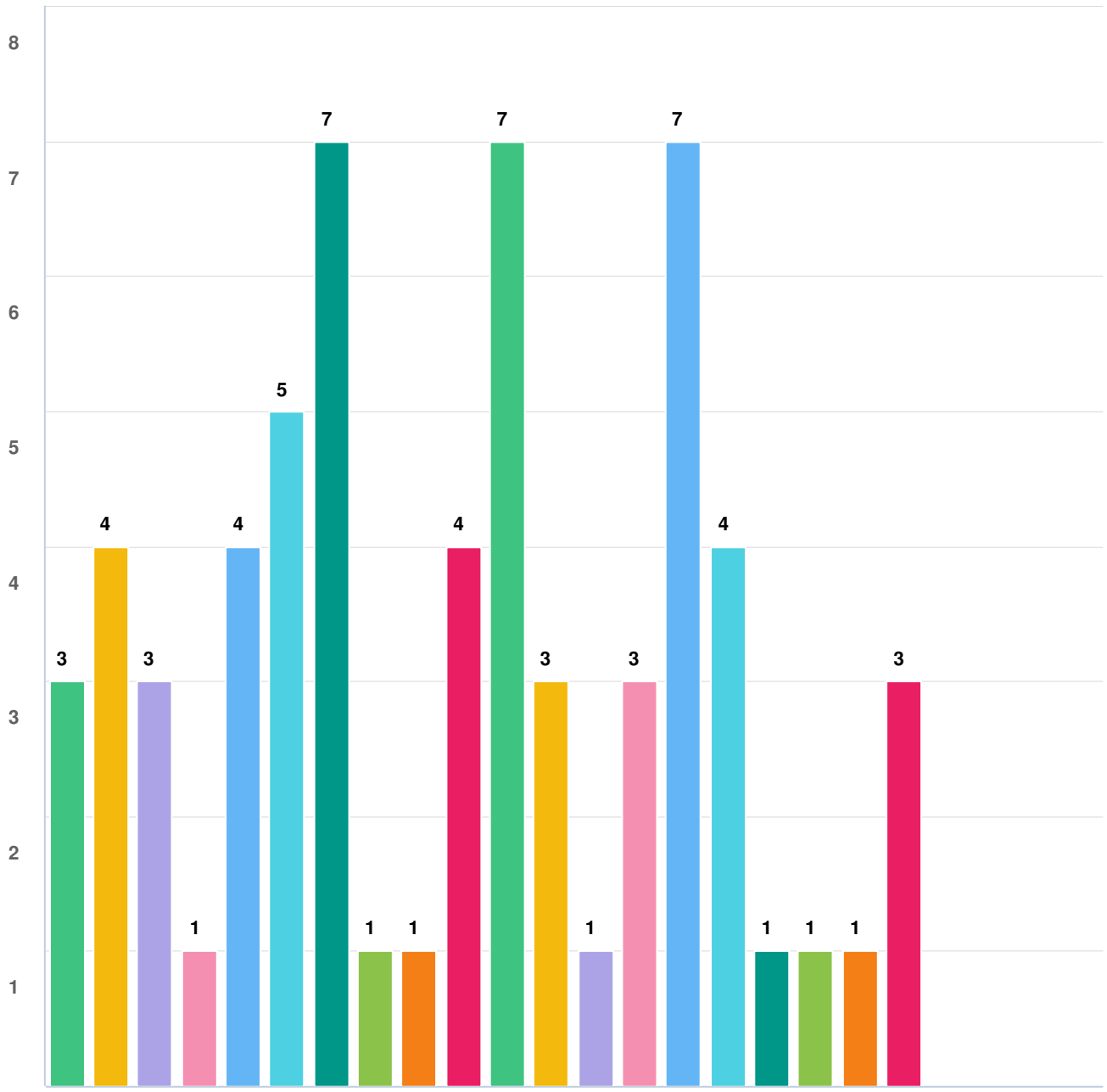
Q5 If you are a public service provider in Seminole County, which zip code or neighborhood does your organization primarily serve? (Skip if not applicable)

Anonymous 1/29/2025 05:57 PM	32792
Anonymous 2/03/2025 06:39 AM	32771
Anonymous 2/03/2025 11:29 AM	ALL
Anonymous 2/04/2025 02:08 PM	Multiple
Anonymous 2/05/2025 06:30 AM	32771
Anonymous 2/05/2025 11:24 AM	32773
Anonymous 2/05/2025 06:06 PM	All Seminole County
Anonymous 2/06/2025 10:30 AM	All Seminole County Residents
Anonymous 2/06/2025 11:45 AM	32714 and 32771
Anonymous 2/18/2025 07:07 AM	32750

Anonymous 2/18/2025 06:11 PM	32773
Anonymous 2/24/2025 07:52 AM	All of Seminole County
Anonymous 2/27/2025 02:06 PM	All of Seminole County

Optional question (13 response(s), 6 skipped)
Question type: Single Line Question

Q6 If you are a business, non-profit service provider, or other group, what services do you provide? Check all that apply.

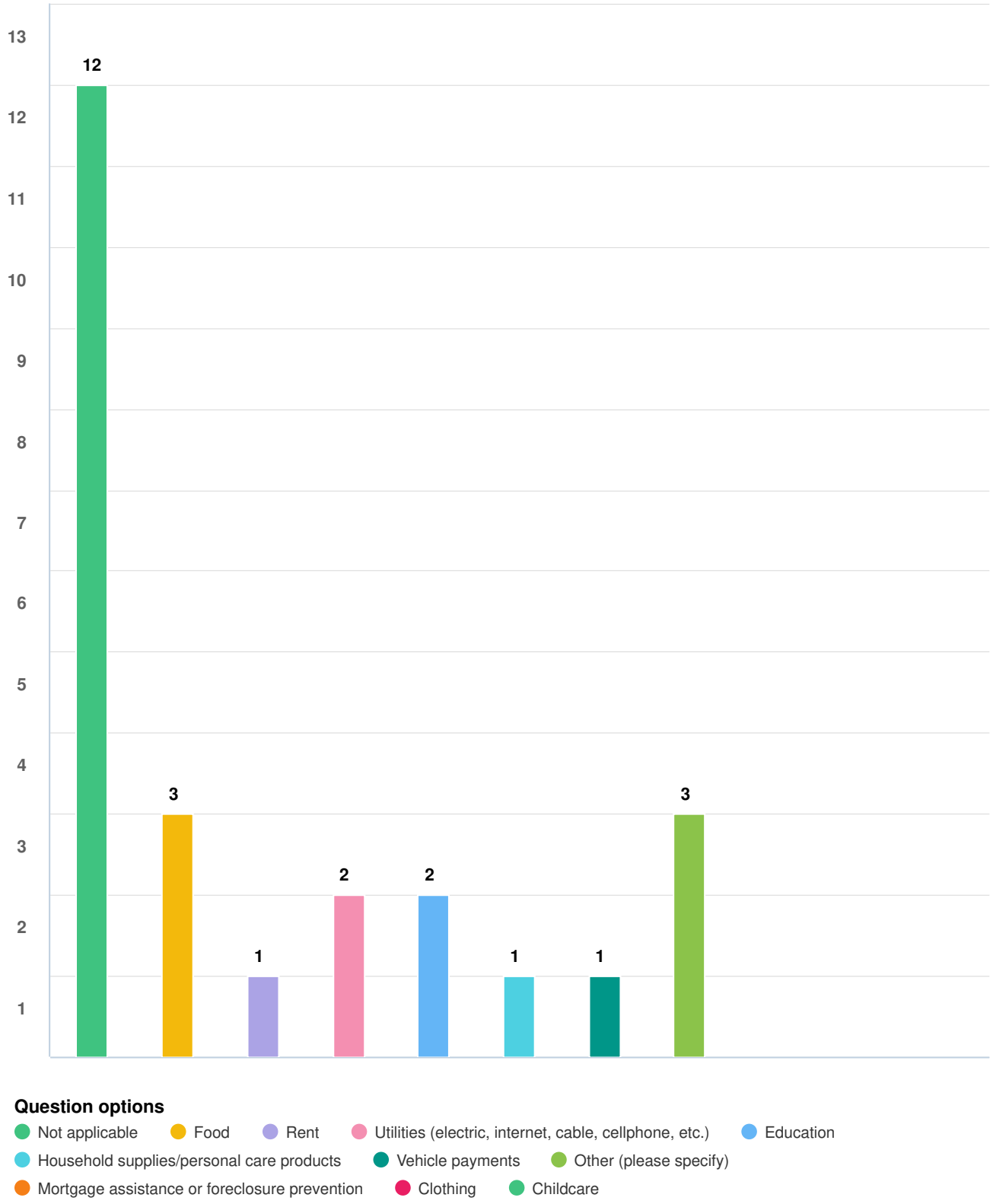


Question options

Not applicable · Affordable housing advocacy · Affordable housing development · Housing rehabilitation · Youth services · Elderly services · Services for individuals with disabilities · Services for victims of domestic violence · Services for individuals with HIV/AIDS · Homelessness services · Health services · Fair housing services · Legal aid · Homeowner counseling · Education · Employment services · Insurance services · Leasing/landlord · Mortgage lending · Other (please specify) · Land use planning · Public housing · HUD grant administration · Residential sales

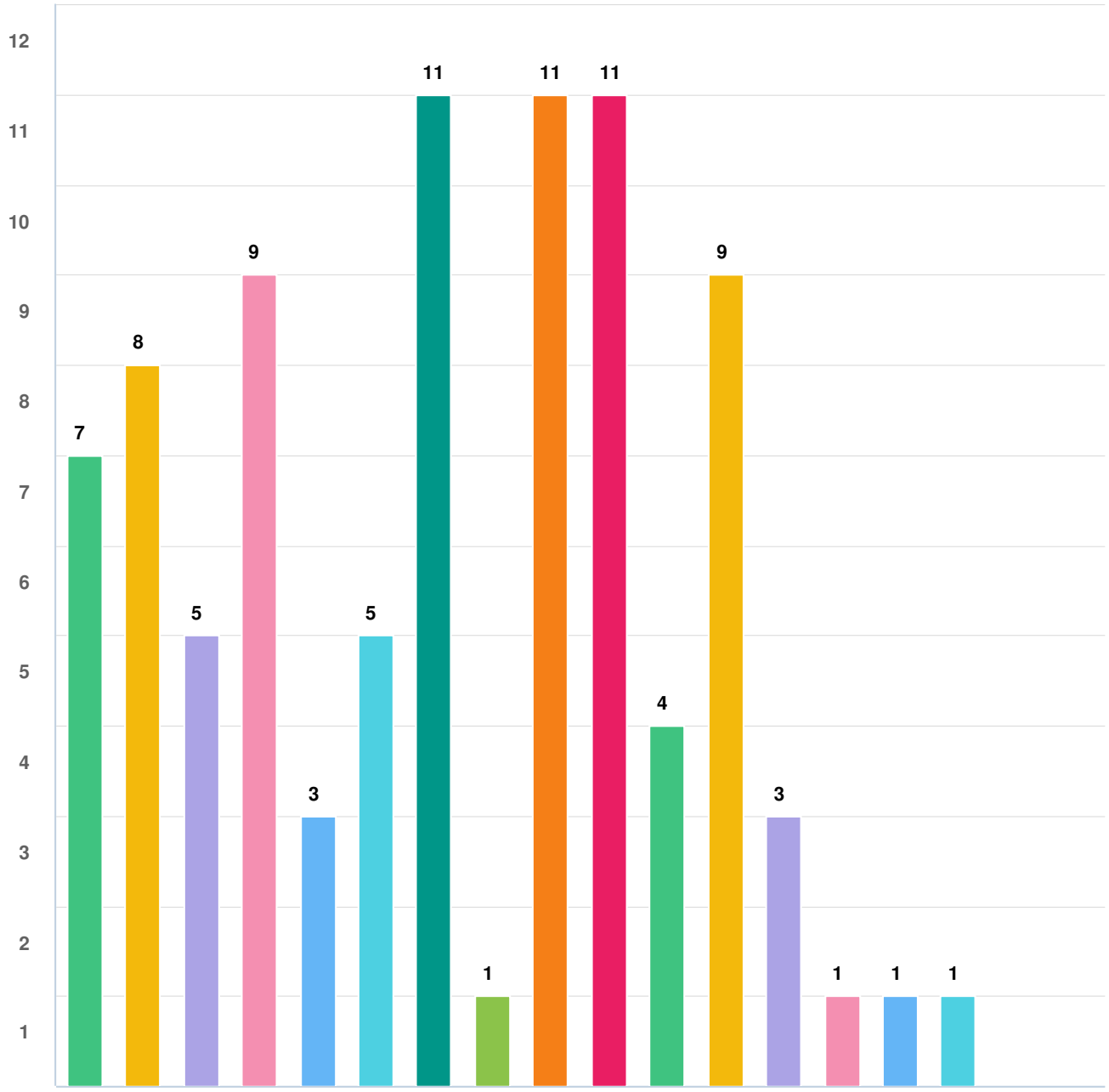
Mandatory Question (19 response(s))
Question type: Checkbox Question

Q7 Please indicate any public services you have applied for or received in the past or presently in Seminole County. Check all that apply.



Mandatory Question (19 response(s))
Question type: Checkbox Question

Q8 Select the top 5 priority public service needs for promoting upward mobility in Seminole County, in your opinion.

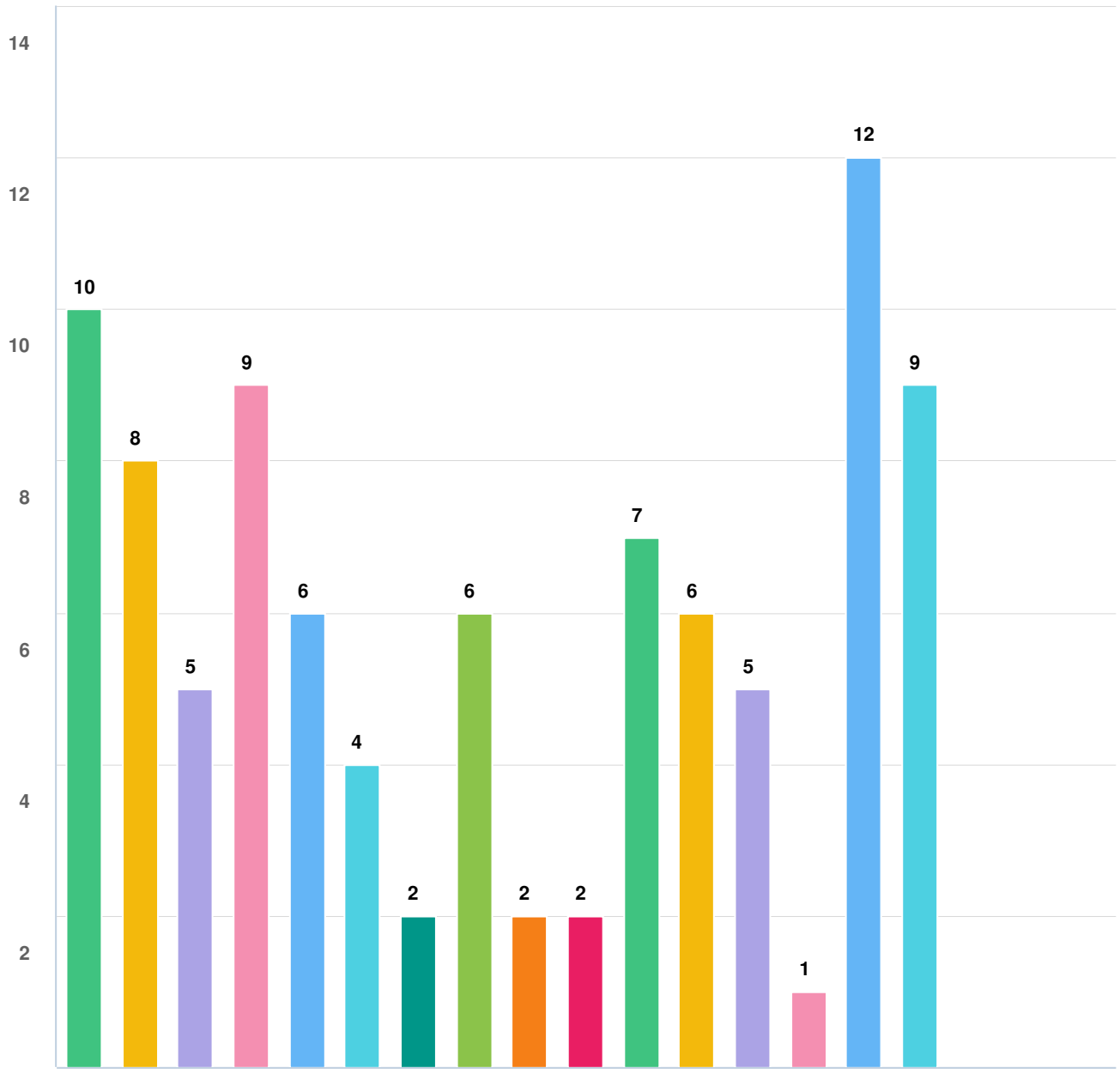


Question options

Childcare
Employment training
Substance abuse services
Financial literacy
Senior services
Youth services
Education programs
Energy conservation
General healthcare services
Mental health services
Services for individuals with disabilites
Transportation services
Services for victims of domestic violence
Limited english proficiency services
Services for formerly incarcerated individuals
Public safety services (fire, police, emergency management, etc.)
Recreational services
Legal aid services

Mandatory Question (19 response(s))
Question type: Checkbox Question

Q9 Select the top 5 priority housing needs for increasing housing stability in Seminole County, in your opinion.

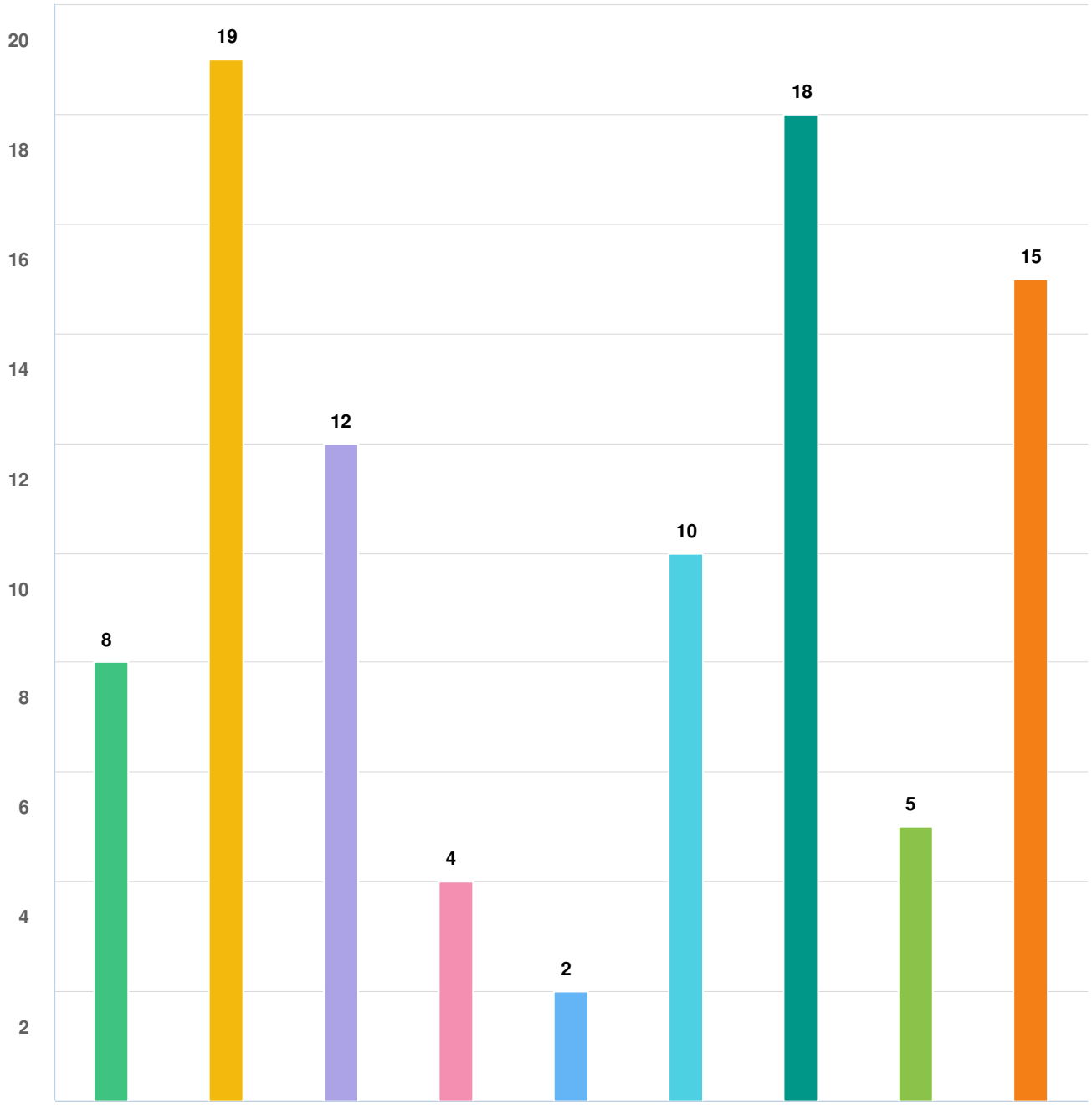


Question options

- Down payment assistance/first-time homebuyer assistance
- Housing rehabilitation for low-income homeowners
- Rental security deposit assistance
- Rent subsidy
- Housing for persons with serious mental illness
- Housing for homeless veterans
- Housing for elderly individuals (62+)
- Housing for chronically homeless individuals
- Housing for homeless men
- Housing for homeless women
- Housing for individuals with disabilities
- Housing for youth transitioning out of foster care
- Housing counseling services
- Energy efficiency improvements
- Homeless shelters/transitional housing
- Housing for homeless families
- Housing for adults with criminal histories (felonies)
- Lead-based paint screening
- Housing for persons with HIV/AIDS

Mandatory Question (19 response(s))
Question type: Checkbox Question

Q10 Select the top 5 priority economic assistance needs to support economic vitality in Seminole County, in your opinion.

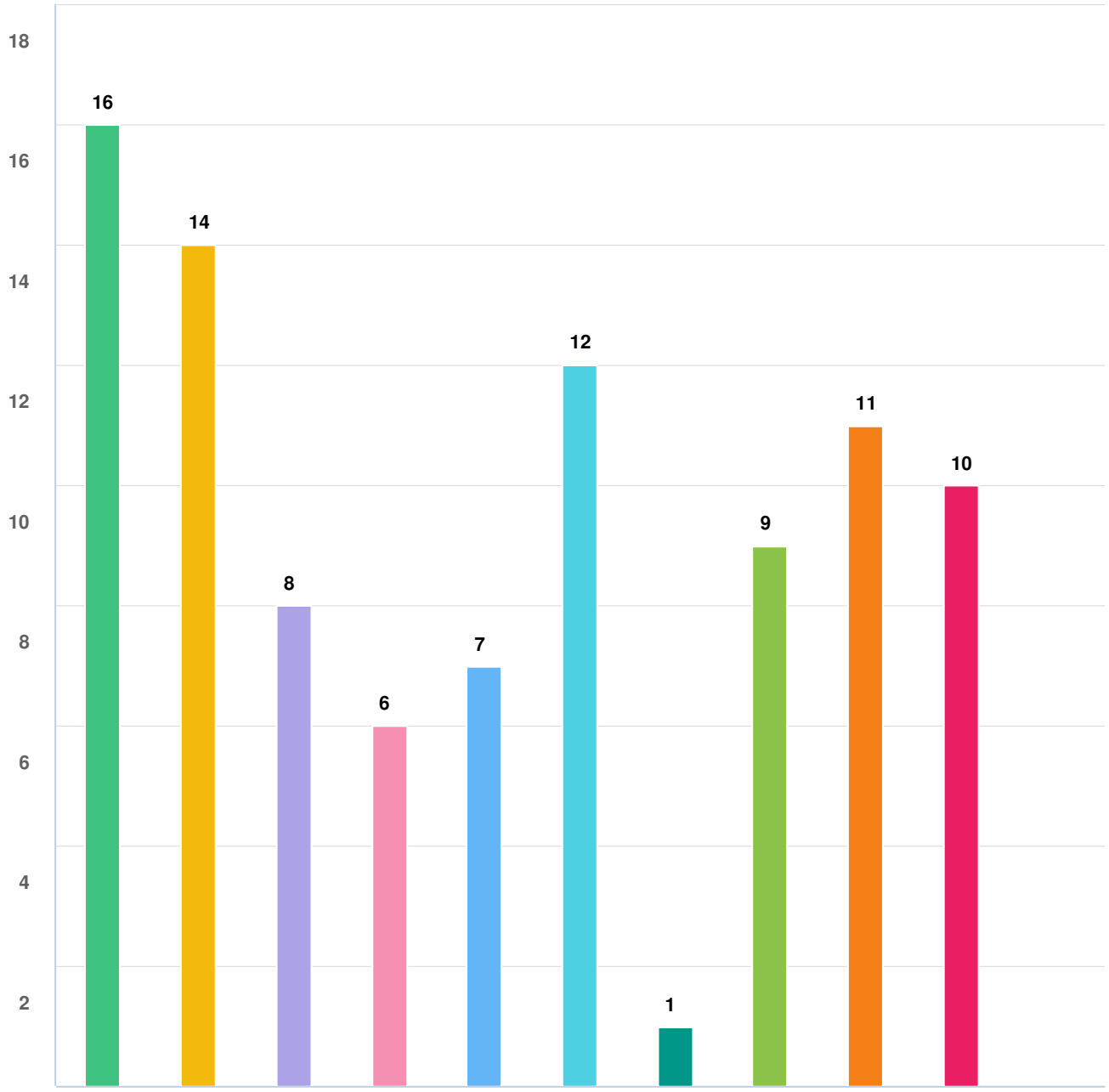


Question options

- Storefront/business rehabilitation and façade improvements
- Financial assistance to community organizations
- Financial assistance such as low-interest loans to entrepreneurs and small businesses
- Historic preservation efforts
- Code enforcement
- Redevelopment/demolition of abandoned properties or properties in disrepair
- Employment training or technical assistance services
- Post-COVID-19 unemployment/reemployment assistance
- Transportation services to and from workplaces/job centers

Mandatory Question (19 response(s))
Question type: Checkbox Question

Q11 Select the top 5 priority infrastructure/public facility needs for revitalizing Seminole County, in your opinion.



Question options

- Community centers (recreation centers, senior centers, youth/childcare centers, cultural centers, etc.)
- Parks, sports recreation facilities, and open space
- Public safety facilities (fire stations, police stations, emergency operations centers, etc.)
- Sidewalk improvements
- Road repairs
- Public transportation and shelter/hub improvements
- Streetscape improvements (tree planting, art, other beautification)
- Sewer, potable water, and stormwater
- Availability/quality of WiFi
- Electricity (underground power lines, improved sub stations)
- Bicycle facilities

Mandatory Question (19 response(s))
Question type: Checkbox Question

Q12 Which areas of the county are most affected by gaps in the service delivery system? Please specify a community, neighborhood, zip code, or other target area.

Anonymous 1/29/2025 05:57 PM	Midway 32771
Anonymous 2/03/2025 06:39 AM	Goldsboro community (32771)
Anonymous 2/03/2025 11:29 AM	Sanford
Anonymous 2/04/2025 11:14 AM	Down payments for an average house in 32765 are difficult for young families to afford
Anonymous 2/04/2025 02:08 PM	Historic Goldsboro, East Altamonte
Anonymous 2/05/2025 06:30 AM	What do you mean by “service delivery system”? As a city of Sanford resident, I access very few county services.
Anonymous 2/05/2025 08:32 AM	downtown Sanford
Anonymous 2/05/2025 11:24 AM	32701
Anonymous 2/05/2025 06:06 PM	32773 and 32707
Anonymous 2/06/2025 10:30 AM	Midway, Black Hammock, Chuluota,
Anonymous 2/06/2025 11:45 AM	32714, 32771, 32707, 32773, 32701
Anonymous 2/07/2025 11:23 AM	Unincorporated high use areas, low income areas

Anonymous 2/18/2025 07:07 AM	32771
Anonymous 2/18/2025 06:11 PM	32771
Anonymous 2/20/2025 06:02 AM	MENTAL HEALTH, OPIOD EPIDEMIC AND COMMUNITY HEALTH
Anonymous 2/20/2025 11:59 AM	not sure
Anonymous 2/24/2025 07:52 AM	Midway and Historic Goldsboro
Anonymous 2/27/2025 02:06 PM	32773 and 32707
Anonymous 3/11/2025 09:09 PM	Sanford (Zip codes: 32771, 32773) This area has a mix of residential, industrial, and commercial spaces. It is home to a diverse population, including lower-income households, which may face barriers to accessing health and housing services. Altamonte Springs (Zip codes: 32701, 32714) A growing suburban area with a mix of residential and commercial developments. There are neighborhoods with both affluent residents and low-income families who might struggle to access affordable housing and healthcare. Casselberry (Zip codes: 32707, 32730) This area is largely residential and home to many working-class families who could benefit from improved access to affordable housing and health services. Longwood (Zip code: 32779) While Longwood has both affluent and lower-income neighborhoods, some areas may experience challenges accessing essential services due to distance, lack of transportation, or financial constraints. Lake Mary (Zip code: 32746) A more affluent area, but there are pockets of low-income residents in need of affordable housing and access to healthcare services, especially as the city continues to develop. Winter Springs (Zip code: 32708) Winter Springs is a suburban community with a mix of families, retirees, and working-class individuals, some of whom may experience gaps in health and housing services. Oviedo (Zip code: 32765) Oviedo has been growing rapidly, with new developments. However, lower-income households may find it difficult to access affordable housing or healthcare. These areas experience disparities in access to critical services, including health care and housing. Individuals in these neighborhoods may face barriers such as transportation issues, language or cultural barriers, and lack of awareness of available

services, leading to unmet needs for both health and housing support.

Mandatory Question (19 response(s))
Question type: Essay Question

Q13 Outside of increased funding, how might Seminole County make their programs and services more accessible and effective?

Anonymous 1/29/2025 05:57 PM	Street outreach, affordable housing,
Anonymous 2/03/2025 06:39 AM	Increased communication of available services will enable services and programs to be more effective. Oftentimes, residents are aware of what is available.
Anonymous 2/03/2025 11:29 AM	Assist with building community partnerships
Anonymous 2/04/2025 11:14 AM	Raise awareness of events and make them accessible for working people
Anonymous 2/04/2025 02:08 PM	Share information through non-traditional means, not just internet and computer-related communication vehicles. There are many seniors and low-income households that do not have access to technology or who don't use it regularly to access resources and information.
Anonymous 2/05/2025 06:30 AM	I assume you’re already using all modes of communication and PR opportunities. Continue partnering with the organizations who have built a trusted reputation within neighborhoods and use those orgs as connectors.
Anonymous 2/05/2025 08:32 AM	people need to know the programs exist
Anonymous 2/05/2025 11:24 AM	increase communication
Anonymous 2/05/2025 06:06 PM	Providing resource centers for families in need.

Anonymous
2/06/2025 10:30 AM

Easier access to transportation and more virtual options. Easier and more affordable access to childcare.

Anonymous
2/06/2025 11:45 AM

Seminole County can improve accessibility and effectiveness of its programs by streamlining benefits enrollment, reducing transportation barriers, and strengthening community outreach efforts. Simplifying the application process for food, housing, and other social care needs —such as implementing a centralized intake system—will help residents navigate services more efficiently. Expanding transportation support, including subsidized rides or mobile service hubs, will ensure that families without reliable transportation can still access essential resources. Additionally, targeted outreach through schools, community centers, and digital platforms will increase awareness of available services. By prioritizing these initiatives, Seminole County can reduce economic hardship, empower residents toward self-sufficiency, and create a stronger, more connected support network.

Anonymous
2/07/2025 11:23 AM

Train volunteers for outreach through public facilities such as libraries or county and city public buildings and spaces.

Anonymous
2/18/2025 07:07 AM

Inform the citizens with better communication through Houses of Worship and other Non Profits serving locally

Anonymous
2/18/2025 06:11 PM

If funding is given to help smaller organizations reach the community

Anonymous
2/20/2025 06:02 AM

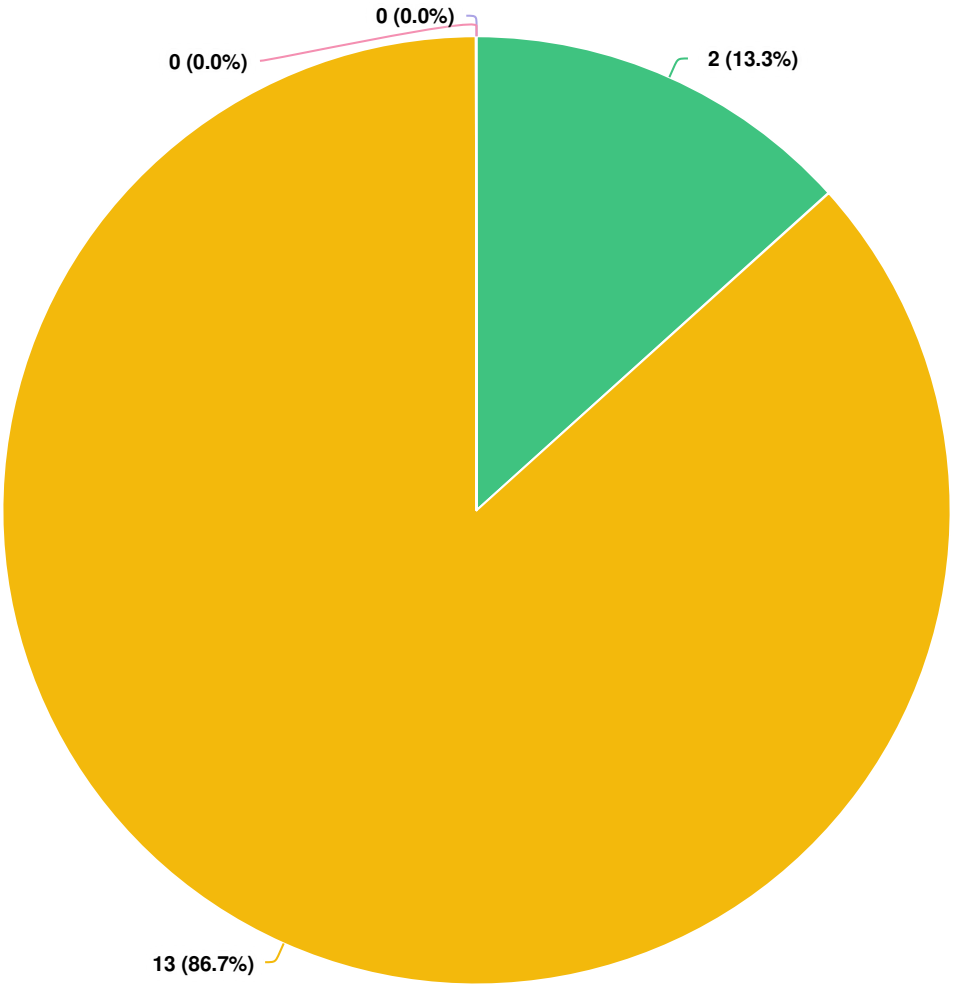
Leverage Technology: Utilize digital tools to break geographical and logistical barriers. Developing user-friendly websites and mobile apps can provide easy access to resources and services. Social media platforms can also be used for broader engagement and virtual events. Cultivate Community Partnerships: Building strategic partnerships with other organizations, businesses, and local governments can increase the accessibility of services. These alliances can provide complementary resources, share expertise, and cross-refer clients. Ensure Inclusivity in Programming: Create programs that are welcoming and accessible to all, regardless of race, gender, age, disability, or socioeconomic status. This can involve offering materials in multiple languages, ensuring venues and digital platforms are accessible to people with disabilities, and designing programs that are culturally sensitive. Foster a Culture of Feedback and Adaptation: Engage community members in dialogue, conduct surveys, and hold focus groups to gather insights into the barriers people face in accessing services. This feedback should be

	actively sought out, with the organization showing readiness to pivot strategies and programs in response to community needs. Create Inclusive and Diverse Outreach Strategies: Assess current practices and identify areas for improvement. Diversify outreach methods by utilizing social media platforms, community events, and partnerships with local organizations to ensure messages reach a broader audience. Involve Community Members in Program Development: By including individuals from the target demographic in planning discussions, organizations can ensure that their offerings are relevant and respectful of cultural nuances.
Anonymous 2/20/2025 11:59 AM	education
Anonymous 2/24/2025 07:52 AM	Continued outreach of the various programs that are available
Anonymous 2/27/2025 02:06 PM	By continuing to provide aid to social service providers that are helping to meet the needs of our community.
Anonymous 3/11/2025 09:09 PM	To improve accessibility and effectiveness of programs, Seminole County could consider the following strategies: Strengthening partnerships with community-based organizations to ensure services reach underserved populations. Collaboration with local nonprofits, such as those working on affordable housing and refugee resettlement, could help distribute resources more effectively. Implementing mobile service delivery units for health services, particularly for those unable to access medical treatment due to transportation issues, living in remote areas, or facing other barriers. Mobile health clinics could provide essential services like checkups, vaccinations, and screenings directly to individuals in underserved areas, ensuring that low- and moderate-income (LMI) populations receive the care they need. Improving language access services to ensure that residents from diverse backgrounds (e.g., refugees, immigrants) can navigate both health and housing systems without language barriers. This could include hiring bilingual staff, offering translation services, and developing outreach materials in multiple languages. Leveraging technology for virtual access to health care, housing assistance, and social services. Online portals, telehealth services, and digital platforms can make it easier for individuals to access services from home, which is particularly important for those with mobility issues or other transportation challenges. Fostering more community-driven initiatives by involving residents in the planning and delivery of services. By understanding the specific needs and priorities of local communities, the county can tailor its

services to be more relevant and effective. These measures would help to bridge the gap in service delivery and make health and housing services more accessible to vulnerable populations in Seminole County.

Mandatory Question (19 response(s))
Question type: Essay Question

Q14 What is your gender?

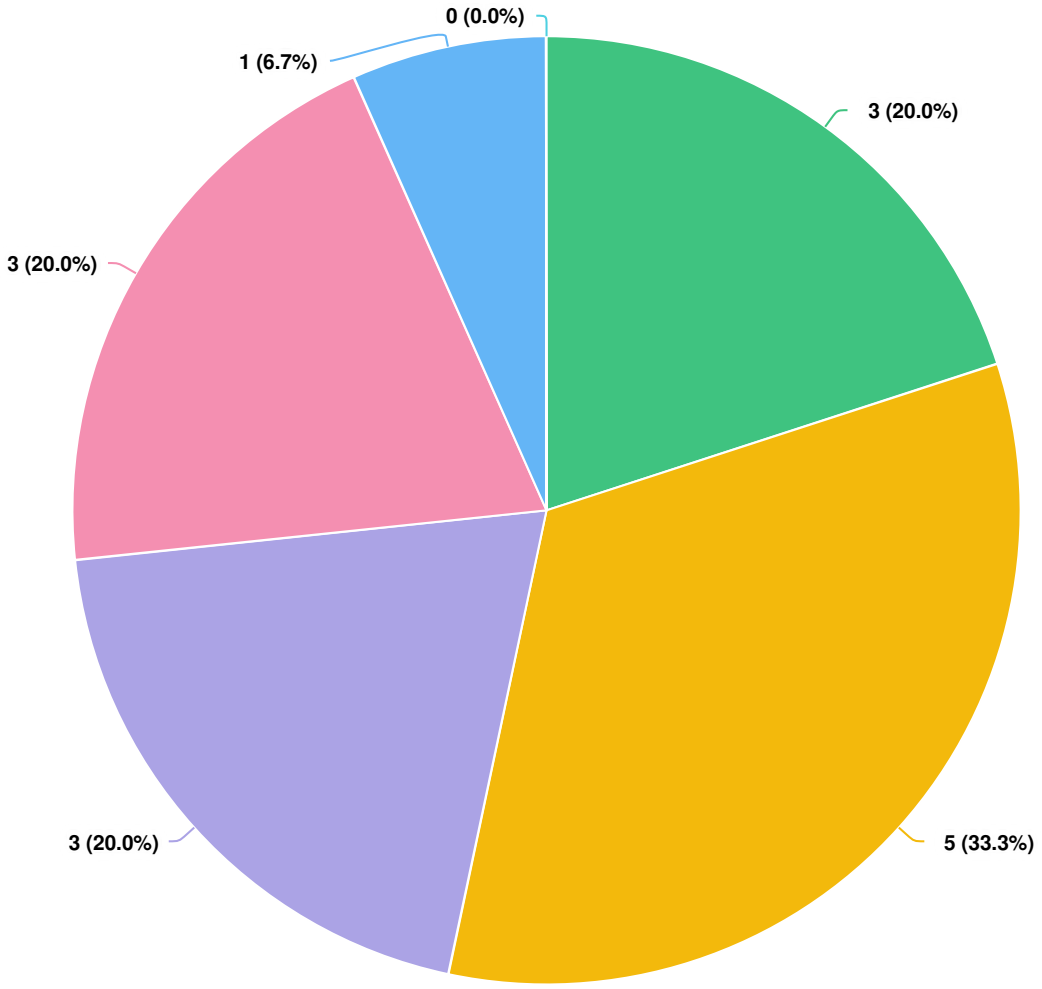


Question options

Male Female Nonbinary Other (please specify)

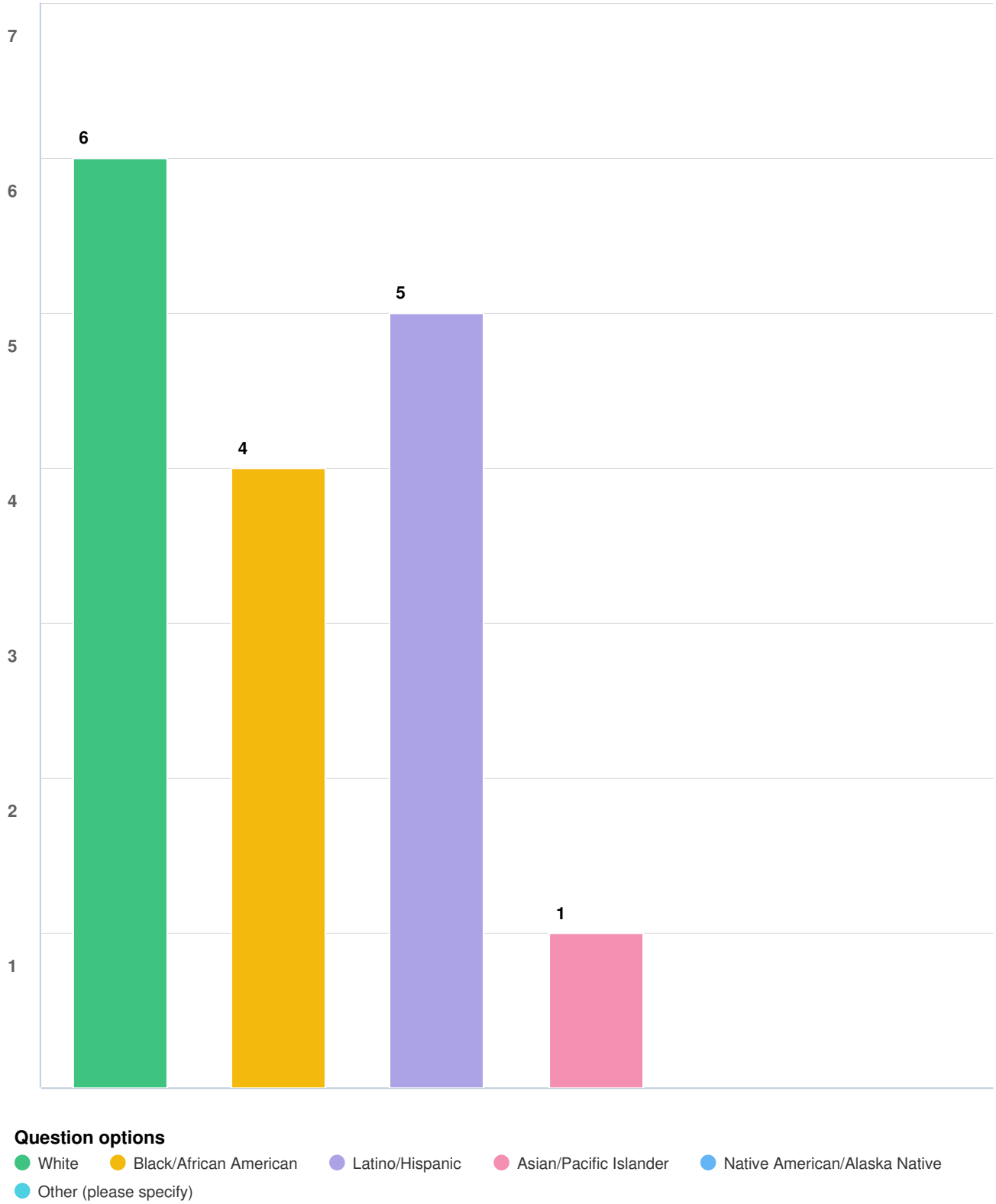
Optional question (15 response(s), 4 skipped)
Question type: Radio Button Question

Q15 What is your age?



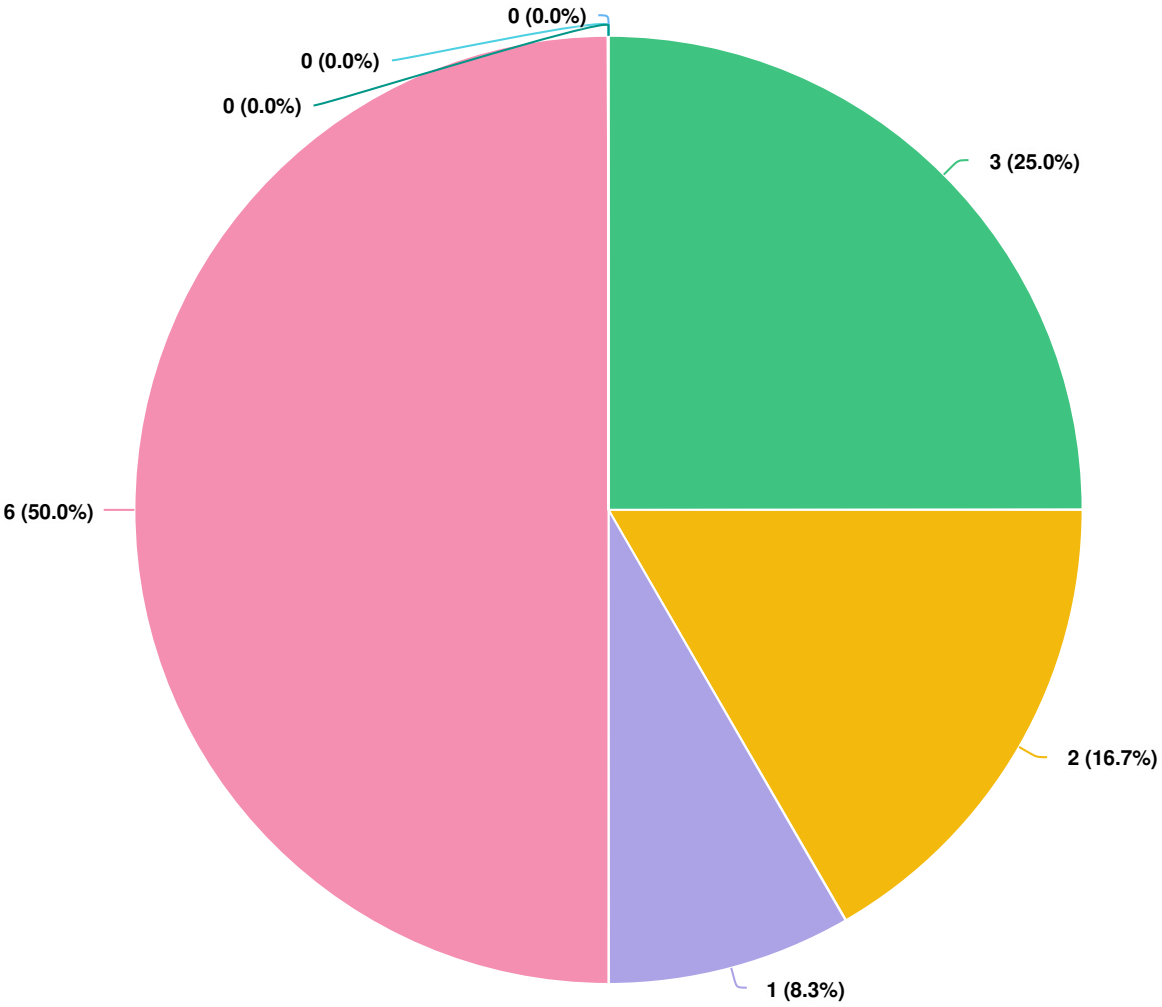
Optional question (15 response(s), 4 skipped)
Question type: Radio Button Question

Q16 What is your race/ethnicity?



Optional question (14 response(s), 5 skipped)
Question type: Checkbox Question

Q17 What is your household income?

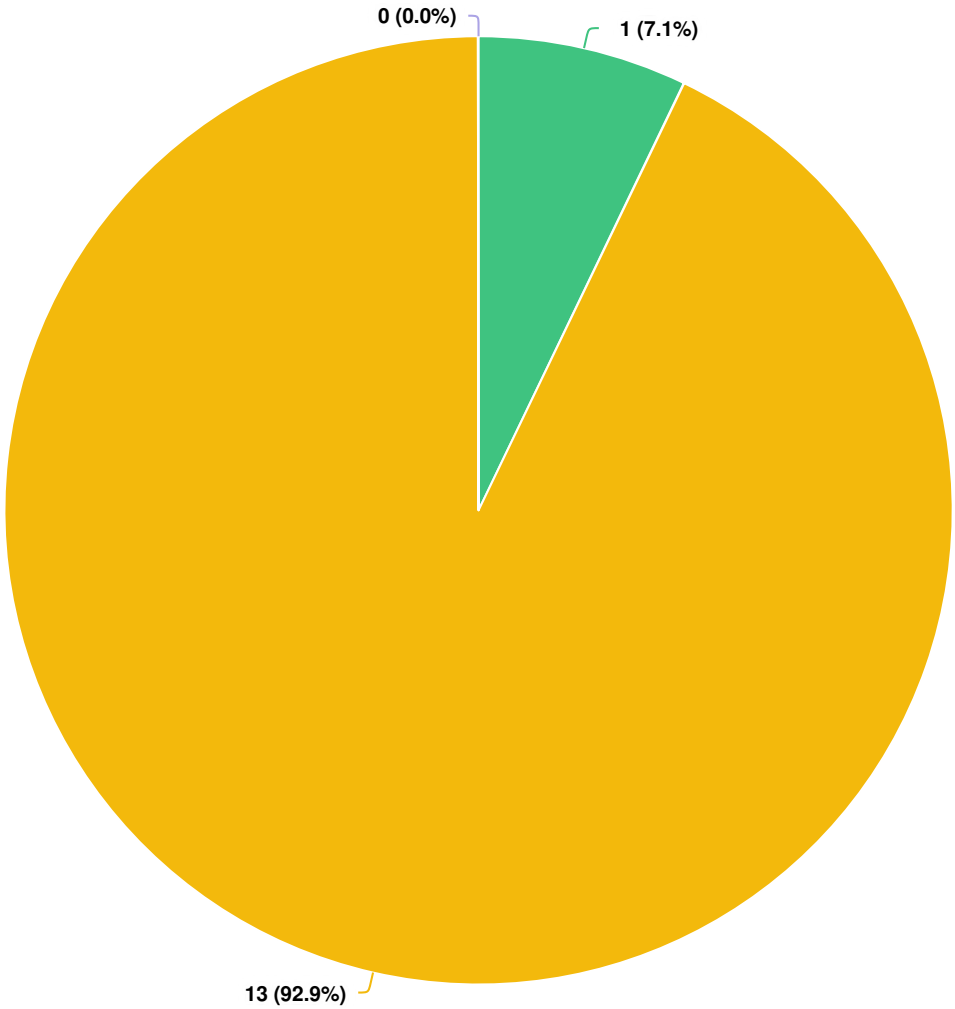


Question options

$35,000 - $49,999 $50,000 - $74,999 $75,000 - $99,999 $100,000+ Under $10,000
$10,000 - $14,999 $15,000 - $34,999

Optional question (12 response(s), 7 skipped)
Question type: Radio Button Question

Q18 Does anyone in your household have a disability?

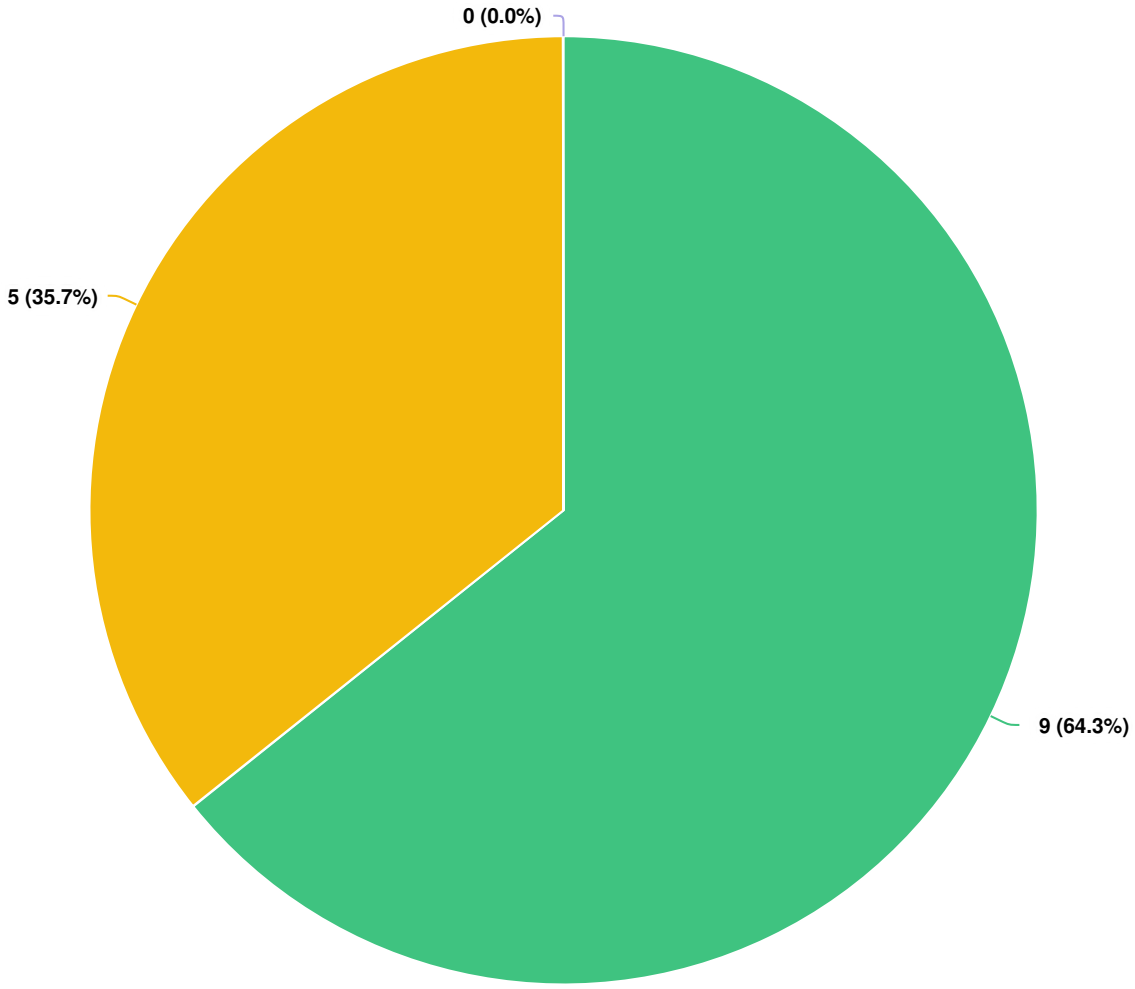


Question options

Yes No I don't know

Optional question (14 response(s), 5 skipped)
Question type: Radio Button Question

Q19 Do you have children under 18 that live with you part-time or full-time?



Optional question (14 response(s), 5 skipped)
Question type: Radio Button Question

Q20 How many people (adults and children) currently live in your household, including yourself?

Anonymous 1/29/2025 05:57 PM	2
Anonymous 2/03/2025 06:39 AM	4
Anonymous 2/03/2025 11:29 AM	4
Anonymous 2/04/2025 11:14 AM	2
Anonymous 2/04/2025 02:08 PM	2
Anonymous 2/05/2025 06:30 AM	2
Anonymous 2/05/2025 11:24 AM	3
Anonymous 2/05/2025 06:06 PM	4
Anonymous 2/06/2025 11:45 AM	2
Anonymous 2/07/2025 11:23 AM	2
Anonymous 2/18/2025 07:07 AM	2
Anonymous 2/20/2025 06:02 AM	4
Anonymous 2/24/2025 07:52 AM	2

Anonymous 2/27/2025 02:06 PM	4
Anonymous 3/11/2025 09:09 PM	3

Optional question (15 response(s), 4 skipped)
Question type: Single Line Question



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

HUD 2025-2029 Consolidated Plan & Housing Equity Plan

Presented By:



Carter Burton
Florida Housing Coalition
HCD Director



Agenda

- Welcome and Introductions
- Meeting Intentions
- Meeting Objectives
- Description of HUD Programs
- Overview of the Consolidated Plan
- Consolidated Plan Data
- Overview of Housing Equity Plan
- Public Engagement
- Community Dialogue

Our Meeting Intentions

- To take away the purpose and importance of consolidated planning and equitable housing and its impact on the community.
- To share knowledge with each other about community assets and resources needed.
- To learn what contributors are important to you, and your neighbors, in advancing the social and economic vitality of the community and in supporting equitable housing.
- To encourage authentic community engagement that builds trust with your neighbors, community organizations, county staff, and leadership.

Objectives

- Inform the community about the U.S. Department of Housing and Urban Development (HUD) grants the county receives that requires the preparation of a Consolidated Plan.
- Inform the community about how the county will support housing choice for its most vulnerable residents.
- Provide an opportunity for residents and stakeholders to participate in the preparation of the Consolidated Plan and Housing Equity Plan.
- Gather input on community assets and resources needed to provide housing stability and access to economic opportunities for residents.



HUD PROGRAMS

WHAT IS CDBG?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- HUD program that provides funding intended for community revitalization and poverty reduction specifically for the economically disadvantaged.

- At least 70% of funds must benefit low- and moderate-income persons.



- Program goals include the provision of:
  1. Decent housing
  2. A suitable living environment
  3. Expanded economic opportunity

- Primary eligible activities include:
  - Housing Rehabilitation
  - Public Facilities/Infrastructure Improvements
  - Supportive Services
  - Economic Development

Eligible Activities

- CDBG funds may be used for activities which include, but are not limited to:
  - *Acquisition of real property*
  - *Relocation and demolition*
  - *Rehabilitation of residential and non-residential structures*
  - *Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes*
  - *Public services*
  - *Energy conservation and renewable energy resources*
  - *Business assistance for economic development and job creation/retention*

(activities listed are not all inclusive)

WHAT IS HOME?
HOME INVESTMENT PARTNERSHIPS PROGRAM

- HUD program that exclusively creates or preserves affordable housing for low-income households.



- Primary eligible HOME activities include:
  - Homeownership Assistance
  - Homebuyer Counseling
  - Housing Rehabilitation
  - Direct Rental Assistance
  - New Construction of Affordable Housing

(activities listed are not all inclusive)

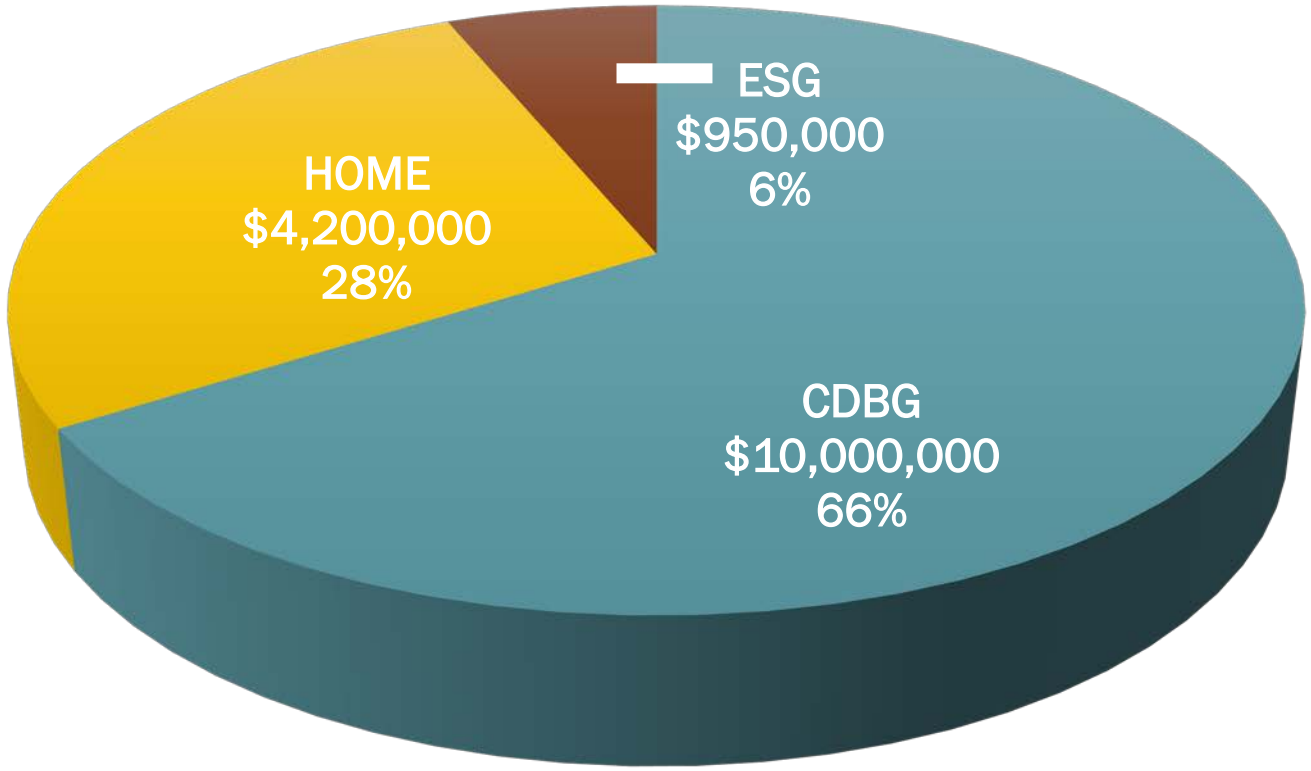
Income Guidelines

- HUD programs are intended to benefit those that are considered low-to moderate-income (LMI) or presumed benefit populations.
- LMI means having an income that is at or below 80% of the Area Median Income (AMI).
- Certain direct benefit activities have income restrictions for participation in HUD programs including:
  - Housing Rehabilitation
  - Purchase Assistance
  - Rental Assistance

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Orlando-Kissimmee-Sanford, FL MSA	$90,400	Very Low (50%) Income Limits ($) Click for More Detail	33,800	38,600	43,450	**48,250**	52,150	56,000	59,850	63,700
		Extremely Low Income Limits ($)* Click for More Detail	20,300	23,200	26,100	**31,200**	36,580	41,960	47,340	52,720
		Low (80%) Income Limits ($) Click for More Detail	54,050	61,800	69,500	**77,200**	83,400	89,550	95,750	101,950

Anticipated HUD Resources 2025-2029
Five-Year Estimates



*Estimated funding amounts are based on FY 24/25 HUD funding levels. Funding amounts are subject to an approved federal budget and are subject to change. Opportunities and projects will be affected by the final funding available to the county. Funds have not been approved or committed by HUD.

THE CONSOLIDATED PLAN

What is the Consolidated Plan?

- Application for HUD CPD funding.
- Required every 5 years.
- Identifies community assets and priority needs.
- Collaborative process between residents, stakeholder organizations, housing and homeless partners, county staff, and leadership.
- Ties HUD funding to affordable housing and community revitalization strategies.

County Programs Covered in the Consolidated Plan

- Seminole County receives annual HUD funding from the following grant programs:
  - *Community Development Block Grant (CDBG)*
  - *HOME Investments Partnership Program (HOME)*
  - *Emergency Solutions Grant (ESG)*

- Funds can be used for housing, homeless, community revitalization, supportive service, and economic development efforts.

- Funds must be used to primarily benefit:
  - Low-and moderate-income individuals and households.
    - Income is at or below 80% of the Area Median Income (AMI).
  - Qualifying homeless populations

A Valuable Community Resource

- The Consolidated Plan is one of few regulatory documents required to be completed for most communities every 3-5 years.
- It is a comprehensive and complete data set for identifying a community's unmet needs.
- The Consolidated Plan provides communities with the most recent data needed to implement evidenced-based affordable housing and community revitalization solutions.
- The Consolidated Plan contains over 70 data tables.
- The Consolidated Plan supports agency collaboration and coordination of community goals.

Key Consolidated Plan Components

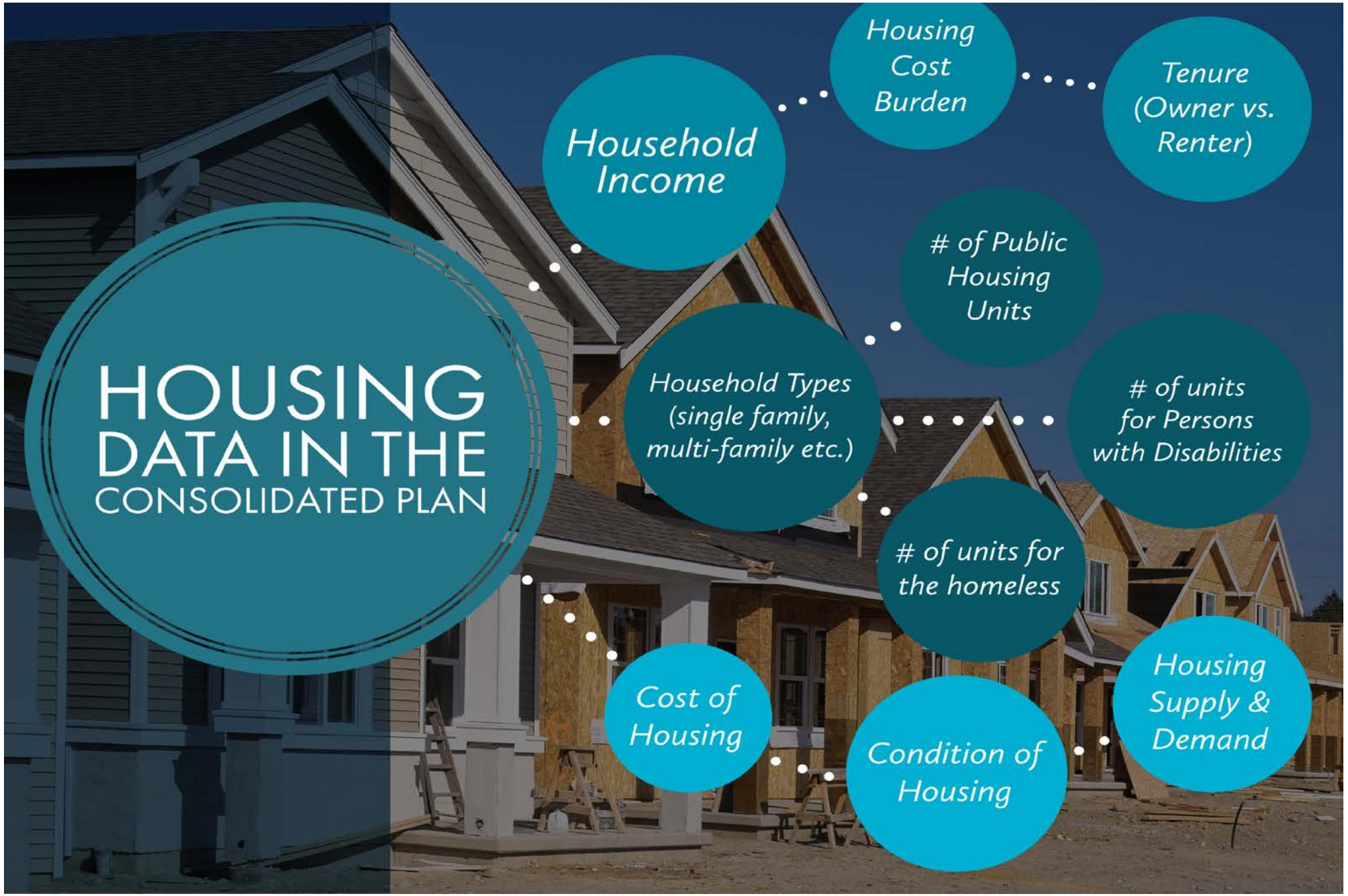
- Housing Needs Assessment: Provides data to effectively identify the unmet housing and community development needs of vulnerable populations.
- Market Analysis: Provides a picture of the community's housing market and economic environment.
- Strategic Plan: Prioritizes housing and community development needs and identifies evidence-based solutions.



Consolidated Planning Process



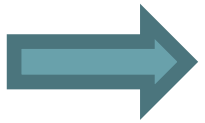
CONSOLIDATED PLAN DATA


HOUSING DATA IN THE CONSOLIDATED PLAN
Household Income
Housing Cost Burden
Tenure (Owner vs. Renter)
# of Public Housing Units
Household Types (single family, multi-family etc.)
# of units for Persons with Disabilities
# of units for the homeless
Cost of Housing
Condition of Housing
Housing Supply & Demand

Data Demonstrating Housing Needs

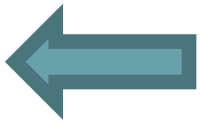
Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	71,655	39,335	48,290	5,465
White	13,520	3,995	4,485	575
Black / African American	8,945	5,870	6,965	1,680
Asian	1,145	270	290	120
American Indian, Alaska Native	105	0	35	55
Pacific Islander	0	15	0	0
Hispanic	47,265	28,910	36,350	2,980

Example Source: Miami Consolidated Plan – 2017 HUD CHAS



Housing Cost Burden

Housing Affordability



Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	11,395	No Data
50% HAMFI	25,920	4,200
80% HAMFI	71,330	11,915
100% HAMFI	No Data	17,615
Total	***108,645***	***33,730***

Example Source: Miami Consolidated Plan – 2017 HUD CHAS

Data provided is used as an example and is not specific to Seminole County.

Data Demonstrating Housing Needs (Cont.)

Types of Housing

Property Type	Number	%
1-unit detached structure	47,761	25.7%
1-unit, attached structure	16,961	9.1%
2-4 units	14,436	7.7%
5-9 units	12,491	6.7%
10 or more units	93,029	50%
Mobile Home, other type	1,459	0.8%
Total	***186,137***	***100%***

Example Source: ACS 2022 Five-Year Estimates

Condition of Housing

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	20,942	37.3%	74,009	57%
With two selected Conditions	777	1.4%	5,982	4.6%
With three selected Conditions	8	.1%	398	.3%
With four selected Conditions	0	0%	24	.1%
No selected Conditions	34,342	61.2%	49,655	38%
Total	***56,069***	***100%***	***130,068***	***100%***

Example Source: ACS 2022 Five-Year Estimates

Age of Housing

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	13,122	23.4%	41,208	31.7%
1980-1999	6,950	12.4%	18,415	14.2%
1940-1979	28,969	51.6%	61,847	47.5%
Before 1940	7,028	12.6%	8,598	6.6%
Total	***56,069***	***100%***	***130,068***	***100%***

Example Source: ACS 2022 Five-Year Estimates

Vacant Housing

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			28,683
Abandoned Vacant Units	439	293	732
REO Properties	12	2	14
Abandoned REO Properties	187	20	207

Example Source: ACS 2022 Five-Year Estimates, Tables B25004 (Vacant Units) and ACS 2022 One-Year Estimates B25131 (Abandoned Vacant Units). RealtyTrac Listing Data (REO Properties – Bank Owned and Abandoned REO Properties - Auction Homes). Units not suitable for rehabilitation calculated as 40% of total abandoned vacant units and 10% of REO properties and abandoned REO properties.

Data provided is used as an example and is not specific to Seminole County.

Affordable Housing Data

Data provided is used as an example and is not specific to Seminole County.

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	-	1,298	6,421	19,932	1,239	18,693	-	-	-

Public Housing Totals in Use

Example Source: Miami-Dade PHA Plan

Homeless Data

Homeless Facilities and Available Beds

	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)	1,164	0	144	1,668	0
Households with Only Adults	1,207	0	322	3,229	0
Chronically Homeless Households	0	0	0	3,451	0
Veterans	0	0	90	1,349	0
Unaccompanied Youth	58	0	12	0	0

Example Source: HUD 2023 Housing Inventory Count

Additional Data Content

- Number of affordable units expected to be lost.
- Racial/ethnic/low-Income concentrations
- Affordable housing activities to be carried out.
- Publicly owned lands.
- Economic development and workforce needs.
- Barriers to affordable housing.
- Hazard mitigation.
- Broadband connectivity.
- Anti-poverty strategy.
- Homelessness strategy.
- Comprehensive list of stakeholders.

HOUSING EQUITY PLAN

Background

- The U.S. Fair Housing Act of 1968 **prohibits discrimination** in the sale, rental, and financing of dwellings, and in other real estate-related transactions because of:

Federal Protected Classes

- *Race*
- *Color*
- *Religion*
- *Sex*
- *Familial status*
- *National origin*
- *Disability*



Examples of Housing Discrimination

As defined by the U.S. Department of Housing and Urban Development (HUD):

- *A refusal to sell, rent, or show available housing;*
- *Requiring different terms and conditions for identical dwellings (e.g. charging higher rent or security deposits for different tenants);*
- *Being told that the dwelling isn't right for you or your family;*
- *Being told that the housing isn't available in an apartment with a "For Rent" sign;*
- *Housing advertisements that say "no kids" or "adults only;"*
- *A refusal to make a reasonable accommodation or allow a modification to make the dwelling accessible for a persons with a disability;*

Examples of Housing Discrimination (cont.)

- *Harassment or intimidation;*
- *Offering non-standard and unfavorable terms in the purchase of a home or property insurance;*
- *Terms of availability that change between a phone call and an in-person visit;*
- *Being steered to racially segregated neighborhoods during your home search; and*
- *Excessive or inappropriate questions upon requesting information about a dwelling.*

Affirmatively Furthering Fair Housing (AFFH)

- Entitlement jurisdictions and Public Housing Authorities must certify that they will "Affirmatively Further Fair Housing" (AFFH) to receive federal funds from the U.S. Department of Housing and Urban Development (HUD).
- "AFFH" means:

  Taking meaningful actions that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

- Covers cities, counties, and Public Housing Authorities that receive federal funding under the following programs:
  - *Community Development Block Grant (CDBG)*
  - *HOME Investment Partnerships Program (HOME)*
  - *Emergency Solutions Grant (ESG)*
  - *Housing Opportunities for People With AIDS (HOPWA)*

Housing Equity Plan

(formerly *Analysis of Impediments to Fair Housing Choice*)

- This plan is an **Analysis** of **fair housing issues**:
  - Discrimination or violations of civil rights law or regulations related to housing or access to community assets
  - Segregation and integration patterns
  - Disparities in access to opportunity
  - Inequitable access to affordable housing and homeownership opportunities
  - Laws, ordinances, policies, practices, and procedures impeding the provision of affordable housing
  - Inequitable distribution of local resources
  - Racially or ethnically concentrated areas of poverty (R/ECAPs)
- Research and engagement results in **Goals** in the plan to:
  - Overcome barriers to fair housing choice
  - Ensure access to opportunities for all regardless of protected characteristics

Housing Equity Plan Process

- Steps:
  1. *Collect and analyze local and HUD data;*
  2. *Asses fair housing issues based on comprehensive analysis;*
  3. *Prioritize fair housing issues;*
  4. *Set goals to address fair housing issues;*
  5. *Incorporate goals and strategies into the Housing Equity Plan and subsequent plans for the use of HUD funds.*
- Engaging the community in fair housing planning is at the core.



Housing Equity Plan Data



Housing Equity Plan Next Steps

- Public comments will be incorporated into the analysis and will inform recommended actions for the Housing Equity Plan.
- Upon completion of analysis, the draft Housing Equity Plan will be published for public comment for 30 days.
- Finally, the finished Housing Equity Plan will go before the County Commission for adoption.
  - **All dates TBD** - *will be announced on the Seminole County Webpage, and the county will also publish notices.*

RESIDENT & STAKEHOLDER PARTICIPATION

Public Participation

- HUD-provided consolidated plan data resources are available to the public at:
  - https://www.hudexchange.info/resource/3179/consolidated-planning-data-sources/



- Broad outreach:
  - Public meetings with residents, housing and homeless partners, public service providers, public housing residents, community organizations, businesses, and other stakeholders.
  - Agency consultations
  - Public hearing / public comment period.

Focused Participation

- The county must make efforts to encourage participation in the development of the Consolidated Plan from the following populations:
  - Low- and moderate-income individuals and households
  - Residents in underserved areas
  - Racial/ethnic minority populations
  - Limited English-speaking individuals and households
  - Individuals with disabilities
  - Public housing residents



Agency Consultation

- Health, social service, and housing agencies providing services to:
  - *Children*
  - *Elderly*
  - *Persons with Disabilities*
  - *Persons with HIV/AIDS and their Families*
  - *Homeless Persons*
  - *Public Housing Residents*
  - *Low- and Moderate-Income Persons*

- *Continuum of Care*
- *Businesses and civic leaders*
- *Developers*
- *Nonprofit Organizations*
- *Philanthropic Organizations*
- *Community-Based and Regionally-Based Organizations*
- *Faith-Based Organizations*
- *Adjacent jurisdictions*

Community Dialogue



Join the Conversation!

1. On your computer, smart phone, or tablet type **slido.com** into your browser.

2. Join as participant with this number:

   # 2400988

   -OR-

3. Scan the QR code from your smart phone.

Scan Me

FLORIDA HOUSING COALITION



Please sign in by providing your name, organization, and email.



What are your community assets?



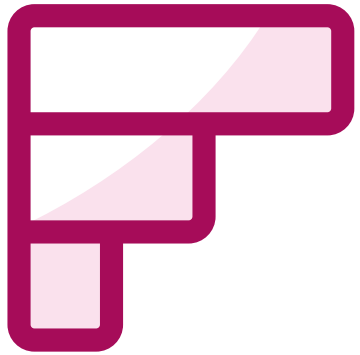
What are the biggest challenges facing your community today?



What groups or individuals in the community are most underserved or overlooked?



What types of programs or initiatives would you like to see expanded or introduced?



To take action to strengthen the community, what is most important to you?



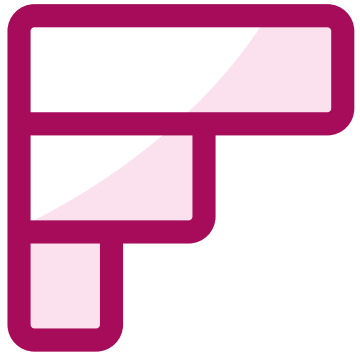
What does "fair housing" mean to you?



What types of housing discrimination do you think are most common in your community?



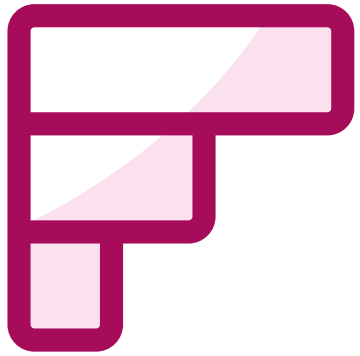
What types of support would make it easier for you or others to secure housing of your choice?



What steps should we take as a community to create more equitable housing opportunities?



How can we encourage landlords, real estate agents, and property managers to uphold fair housing standards?



What types of communication would help keep you informed and engaged?



Contacts:

Stacey Smithwick
Seminole County
Executive Financial Operations Admin.
Community Services Department
ssmithwick@seminolecountyfl.gov

Carter Burton
Florida Housing Coalition
Director of Housing and
Community Development
burton@flhousing.org

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. **CDBG FY26**

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:
ANDRIA HERR

*Title: CHAIRMAN

*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).

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. **HOME FY26**

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:
ANDRIA HERR

*Title: CHAIRMAN

*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):

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U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
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By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct. **ESG FY26**

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*Authorized Representative Name:
ANDRIA HERR

*Title: CHAIRMAN

*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).

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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.

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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):

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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:

14.218

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

* b. Program/Project: 007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026

* b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	2,276,686.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,276,686.00

*** 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:	Mrs.
* First Name:	Andria
Middle Name:	
* Last Name:	Herr
Suffix:	
* Title:	Chairman, Board of County Commissioners
* Telephone Number:	407-665-7208
Fax Number:	
* Email:	aherr@seminolecountyfl.gov
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

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 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

* b. Program/Project: 007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026

* b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	201,479.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	201,479.00

*** 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.
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- [ ] Yes
- [X] No

If "Yes", provide explanation and attach

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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

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Authorized Representative:

Prefix:	Mrs.
* First Name:	Andria
Middle Name:	
* Last Name:	Herr
Suffix:	
* Title:	Chairman, Board of County Commissioners
* Telephone Number:	407-665-7208
Fax Number:	
* Email:	aherr@seminolecountyfl.gov
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

OMB Number: 4040-0004
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Application for Federal Assistance SF-424

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- [ ] Changed/Corrected Application

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- [ ] 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

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Street2:

* City: SANFORD

County/Parish:

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* Country: USA: UNITED STATES

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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, tenant based rental 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

* b. Program/Project: 007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026

* b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	894,832.07
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	894,832.07

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- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
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- [ ] c. Program is not covered by E.O. 12372.

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- [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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* First Name:	Andria
Middle Name:	
* Last Name:	Herr
Suffix:	
* Title:	Chairman, Board of County Commissioners
* Telephone Number:	407-665-7208
Fax Number:	
* Email:	aherr@seminolecountyfl.gov
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0530

Title:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and T.E.A.R.S., Inc., regarding joint efforts for animal adoption. Countywide **(Alan Harris, Director of Emergency Management)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Director of Emergency Management

Contact/Phone Number:

Alan Harris / 407-665-5017

Background:

Seminole County Animal Services requests to enter into a Memorandum of Understanding with Together Every Animal Receives Support (T.E.A.R.S., Inc.), a 501 (c)(3) not-for-profit organization. The purpose of this MOU is to coordinate efforts to place shelter animals in suitable homes. This collaborative partnership is being memorialized after many decades of collaboration to reaffirm respective obligations and responsibilities for the rescue, care, placement, and welfare of animals in need in Seminole County.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and T.E.A.R.S., Inc.

MEMORANDUM OF UNDERSTANDING
BETWEEN SEMINOLE COUNTY AND T.E.A.R.S., INC.
REGARDING JOINT EFFORTS FOR ANIMAL ADOPTION

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is entered into this 2nd day of JUNE, 2026, by and between **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 Agreement referred to as "COUNTY", and **T.E.A.R.S., Inc.** a 501(c)(3) Florida not for profit corporation whose address is 647 Short Oar Ct, Sanford, Florida 32771, in this Agreement referred to as "TEARS".

R E C I T A L S:

WHEREAS, the ultimate objective of this Memorandum of Understanding is to combine the joint efforts of the parties to have adoptable, homeless animals placed into suitable forever homes; and

WHEREAS, the parties have determined to establish a collaborative partnership to focus on the rescue, care, placement, and overall welfare of animals in need within Seminole County; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding ("MOU") to memorialize their respective obligations and responsibilities,

NOW, THEREFORE, in furtherance of these considerations and goals, the parties agree that the following reflects their understanding.

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

Section 2. Effective Term. This MOU shall be effective upon its execution by the parties and shall terminate one (1) year from that date and may be renewed for up to a maximum of four (4) one (1) year renewal periods upon written request by TEARS and approval by COUNTY.

Section 3. County Responsibilities.

(a) COUNTY shall designate a coordinator for the term of this MOU who shall serve as a contact for TEARS regarding matters related hereto.

(b) COUNTY shall notify TEARS of animal(s) in need of placement or related services and designate a mutually agreed upon date and time to make the animals available for the transference to TEARS. The animals subject to transfer, from COUNTY to TEARS, shall be at the sole discretion of COUNTY. COUNTY makes no covenant or promise as to the number of animals available to TEARS or that TEARS will be transferred the physical custody or rights to any animal(s) during the life of this Agreement.

(c) If mutually agreeable, COUNTY shall transfer the physical custody and rights to animals which are suitable for placement, to TEARS, with priority given to those in foster care or needing specialized care or extended placement time.

(d) COUNTY shall provide initial medical assessments, vaccinations, spay/neuter services, testing and microchipping prior to transfer or as otherwise pursuant to this MOU.

(e) COUNTY shall provide TEARS with all relevant history, medical records, and behavioral notes of animals prior to transfer.

(f) COUNTY shall work with TEARS and support its effort to adopt the animals subject to this Agreement by sharing information, marketing opportunities, and collaborative adoption events.

(g) Once COUNTY has transferred physical custody and rights to TEARS, without charge, TEARS shall thereafter put its best efforts to adopt the animal(s) into forever homes.

(h) COUNTY shall provide medical and spay/neuter services to all animals transferred to TEARS. This shall extend for fourteen (14) calendar days after the date of transfer.

(i) COUNTY shall cross post on Petfinder any adult dogs and cats transferred to TEARS who are available for adoption.

Section 4. TEARS's Responsibilities.

(a) TEARS shall provide the COUNTY with a copy of its 501(c)(3) document and notify the COUNTY of any changes to the status of the 501(c)(3) during the pendency of this MOU.

(b) TEARS shall not use the animals subject to this MOU for breeding or any other commercial purposes. TEARS shall not release any animal transferred from the COUNTY to any third-party for any reason other than adoption into a forever home.

(c) If the animals subject to this MOU are not spayed or neutered by COUNTY prior to transfer, for any reason whatsoever, TEARS agrees to spay or neuter the animal by four (4) months of age or within 30 days from the date of transfer. If TEARS facilitates the sterilization, it shall provide proof of the sterilization to the COUNTY.

(d) Once TEARS accepts transfer of animals from COUNTY, all such animals shall initially be placed into foster care for temporary evaluation of their health and behavior prior to being transferred to a Petco location for adoption services.

(e) TEARS shall manage and coordinate the operations of the Altamonte Springs and Sanford Petco cat adoption partnership program, in support of Seminole County Animal Services.

(f) TEARS shall ensure animals transferred from the COUNTY receive appropriate care, enrichment, and socialization at all times.

(g) In addition to the Petco cat adoption partnership program, TEARS shall facilitate adoptions of the animals subject to this MOU through other means which may include, but shall not be limited to, community events, adoption partners (such as retail locations), and direct adoption programs.

(h) TEARS shall fund and coordinate certain veterinary services, including logistics and specialized medical care not previously provided by Seminole County Animal Services, on a case-by-case basis as requested by the Seminole County Animal Services Division Manager.

(i) TEARS shall assist COUNTY with transport and logistics when needed for animal movement or adoption events as requested by the Seminole County Animal Services Division Manager.

(j) COUNTY shall be entitled to immediately recover the physical custody and rights to any animal in TEARS's possession, transferred from COUNTY, if COUNTY discovers TEARS has violated any term of this MOU.

(k) TEARS shall maintain accurate records of animal placements, including names and addresses of the adopter, along with the name and description of the animal. Said records are public records and shall be retained and provided to COUNTY in accordance with the provisions of this MOU.

Section 5. Access to TEARS's Facilities. In the event TEARS maintains a centralized animal care facility at any time during this MOU, TEARS authorizes COUNTY to enter, examine, inspect and/or access TEARS's facility to determine whether compliance has been achieved with respect to the terms, conditions and responsibilities noted in this MOU.

Section 6. Insurance.

(a) TEARS, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this MOU and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. TEARS shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) TEARS shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this MOU until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by TEARS will relieve TEARS of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by TEARS in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of TEARS.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then TEARS shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and TEARS shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of TEARS or any other party.

(b) General Requirements.

(1) Before commencing work, TEARS shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and include the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, TEARS shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, TEARS shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by TEARS.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and TEARS as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit A. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by TEARS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by TEARS.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit A, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TEARS shall immediately notify COUNTY as soon as TEARS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TEARS has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TEARS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of TEARS, TEARS, at its sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit A. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of

work by TEARS and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) TEARS's insurance must cover TEARS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If TEARS's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by TEARS are as specified in Exhibit A.

Section 7. Public Records. To the extent TEARS is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, TEARS shall:

a) Keep and maintain public records required by COUNTY to perform the services relating to this Agreement.

b) Upon request by COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided in Chapter 119, Florida Statutes.

c) Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of TEARS or keep and maintain public records required by the COUNTY to perform the services relating to this Agreement.

d) **IF TEARS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRENDA McCRACKEN, AT 407-665-7224, BMCCRACKEN@SEMINOLECOUNTYFL.GOV, 1101 E. 1st STREET, SANFORD, FLORIDA 32771.**

Section 8. Funding. This MOU is not intended, and may not be construed, as a commitment of COUNTY funds. COUNTY and TEARS are individually responsible for the costs usually associated with the transfer, ownership, care, housing, transport, and disposition of animals in their respective custody unless otherwise specified in this Agreement.

Section 9. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret, or otherwise construe any provision of this MOU.

Section 10. Relationship Between COUNTY and TEARS. This MOU shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between COUNTY and TEARS, nor shall any participant, volunteer or employee of TEARS be considered an employee of COUNTY.

Section 11. Use of Seminole County Logo. TEARS may not manufacture, use, display or otherwise use any facsimile or reproduction of Seminole County's seal/logo without the express written approval of COUNTY.

Section 12. Governing Law and Venue. This MOU shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Seminole County, Florida.

Section 13. Compliance with Local, State and Federal Rules, Regulations and Laws. TEARS shall abide by and comply with all applicable local, state and federal laws, rules, regulations, orders and policies.

Section 14. Indemnification. To the fullest extent permitted by law TEARS knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may be sustained by it, its agents, employees, or subcontractors, directly or indirectly in connection with, or arising out of the transfer activities pursuant to this MOU. TEARS, on its own behalf and on behalf of anyone acting by or through it, hereby releases, acquits, waives, discharges, and covenants not to sue COUNTY, the Board of County Commissioners, or any of County's Departments, Divisions, or Offices including, but not limited to, the Division, or any of County's current, past, and future officers, agents, employees, or volunteers, for any liability, action(s), or claim(s) for damages including, but not limited to, personal or bodily injury, which are directly or indirectly in connection with or arising out of the activities described in this Agreement including, but not limited to, the adoption, care, ownership, maintenance, and retention of the animal(s), whether or not the damages were caused, in whole or in part, by the actions, omissions, or negligence of COUNTY or any of its agents, employees, or volunteers.

Section 15. Termination. This Agreement may be terminated, without cause, by either party upon twenty-four (24) hours written advanced notice.

Section 16. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed delivered (whether or not actually received) when (i) hand delivered to the persons designated below; or (ii) upon deposit of the notice in the United States Mail, postage

prepaid, certified mail, return-receipt requested, addressed to the person as the party may have specified by written notice to the other party delivered in accordance with this Section:

For COUNTY:

Seminole County Animal Services Administrator
232 Eslinger Way
Sanford, Florida 32773

For TEARS:

T.E.A.R.S., Inc.
647 Short Oar Ct.
Sanford, Florida 32771

Section 17. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, section or other portion, or the proscribed application thereof, shall be severable and the remaining portions of this Agreement and all applications thereon not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 18. Assignment. Neither this MOU 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 MOU.

Section 19. All Prior Agreements Superseded. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this MOU 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. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(14), Florida Statutes, TEARS shall attest under penalty of perjury that it does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit B. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties to this MOU have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

Witness

Tina Davis
Print Name

Witness

Kevin E Frederick Sr
Print Name

T.E.A.R.S., Inc.

By: Kris Buchanan

Kristin L. Buchanan
Print Name

President
Title

6.2.2026
Date

The remainder of this page has been left intentionally blank.

BOARD OF COUNTY COMMISSIONERS
ATTEST:

SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A-Insurance Requirements
Exhibit B- Anti-Human Trafficking Affidavit

AFL\sfa
03/30/2026
(T:)\Users\alanius\Animal Services/MOU TEARS

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COUNTY AND T.E.A.R.S., INC.

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

$ 500,000	Each Occurrence
$ 1,000,000	General Aggregate
$ 500,000	Products and Completed Operations
$ 500,000	Personal and Advertising Injury

~~ End Exhibit A ~~

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of T.E.A.R.S, INC. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

JUNE 20, 2026
Date

KRIS BUCHANAN, PRES.
Print Name, Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2026, by Kris Buchanan, as _____, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Julie M Babilla
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

JULIE BABILLA
MY COMMISSION # HH 393829
EXPIRES: August 31, 2027

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0532

Title:

Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Emergency Management and Seminole County pursuant to the Elevate Florida Program. District3 - Constantine **(Alan Harris, Director of Emergency Management)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Director of Emergency Management

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

The Florida Division of Emergency Management is responsible for the implementation of the Elevate Florida Grant Program (the “Program”) which is funded by the FEMA Hazard Mitigation Assistance Grant. The Program is designed to provide assistance to local governments to fund flood mitigation activities for eligible private residential property owners. In order for Seminole County to be eligible for funding assistance under the Program, Seminole County must execute the attached Memorandum of Understanding which memorializes the terms and conditions for the administration of the Program.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Emergency Management and Seminole County pursuant to the Elevate Florida Program.

MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND SEMINOLE COUNTY

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Division of Emergency Management ("Agency" or "FDEM") and Seminole County, Florida, (the "County"), referred to collectively as "Parties." The purpose of this MOU is to establish the obligations and responsibilities of the Parties under the Elevate Florida Grant Program (the "Program"), specifically as it relates to the requirements contained within the "Statement of Assurances for Property Acquisition Projects Form" (the "Statement of Assurances"). required by the Federal Emergency Management Agency ("FEMA").

WHEREAS, FDEM has developed and is responsible for the implementation of the Program which provides funding assistance for flood mitigation activities to residential property owners including structure acquisition and demolition in flood prone areas.; and

WHEREAS, the Program is funded through FEMA's Hazard Mitigation Assistance grant funding, as authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; and

WHEREAS, in order to receive funding under the Program, FEMA requires local governments to sign and complete the Statement of Assurances (incorporated herein as if fully set forth in this MOU) which outlines land use and notice criteria for eligible properties under the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

(1) FDEM will ensure that prospective participants are informed in writing that participation in the Elevate Florida program is voluntary and that neither FDEM nor the County will use eminent domain—or any similar authority—to acquire their property for project purposes if negotiations fail, as required by Section 1 of the Statement of Assurances (FEMA Form FF-206-FY-22-156).

(2) FDEM will ensure that each property owner is informed in writing of the Elevate Florida program's determination of the property's fair market value, supported by a certified appraisal. FDEM will use the Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space (FEMA Form FF-206-FY-124) to document this determination and, as required by Section 2 of the Statement of Assurances, will provide a copy for each property to FEMA after award.

(3) As required by Section 3 of the Statement of Assurances:

a) FDEM will accept the requirements of the FEMA grant and will apply and record a deed restriction on each property in accordance with the language in the FEMA

Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards.

b) The County will accept the deed restriction governing the use of the land, as restricted in perpetuity to open space uses and will seek FEMA approval for any changes in language differing from the Model Deed Restriction.

(4) The County will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date as required by Section 4 of the Statement of Assurances.

(5) FDEM will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system. The County will reject future consideration of such use if FEMA assistance is used to convert the property to permanent open space as required by Section 5 of the Statement of Assurances.

(6) FDEM will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the federal aid systems are under consideration that will affect the subject property as required by Section 6 of the Statement of Assurances.

(7) The County will ensure that adjoining property owners are duly informed of proposed acquisitions including any locally mandated public notification processes as required by Section 7 of the Statement of Assurances.

(8) FDEM will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses as required by Section 8 of the Statement of Assurances.

(9) FDEM will remove existing structures within 90 days of settlement as required by Section 9 of the Statement of Assurances.

(10) Post-grant award, the County will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 C.F.R.§ 1.170A-14 and 44 C.F.R. §80.19(b)(2) as required by Section 10 of the Statement of Assurances.

(11) All post-award property maintenance is the responsibility of the County and the the costs of maintenance will be borne by the County as required by Section 11 of the Statement of Assurances.

(12) The County will submit every three years to FDEM, pursuant to 44 C.F.R.§ 80.19(d), who will then submit to the FEMA Regional Administrator, a report

certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, FDEM and FEMA, its representatives, designated authorities, and assignees are responsible for taking measures to bring the property back into compliance as required by Section 12 of the Statement of Assurances.

(13) After settlement, the County will not seek or accept the provision of disaster assistance for any purpose from any federal entity with respect to the property. FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement as required by Section 13 of the Statement of Assurances.

(14) The County guarantees FDEM and its contractors full right of entry and continued access to each acquired property for at least 90 days after closing (and longer if reasonably needed) to perform required hazardous material assessments, environmental abatement, demolition, and site restoration (grading and seeding) in accordance with applicable law and permits, with reasonable coordination and no undue interference by the community in order to fulfill FEMA grant requirements.

(15) Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

(16) This MOU contains all the terms and conditions agreed upon by the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.

(17) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.

(18) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.

(19) Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.

(20) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Party regarding changes to the contact information of the representatives below, as applicable.

FDEM:
Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

Seminole County:
Kathryn Valentine
Seminole County Office of Emergency Management
150 Eslinger Way
Sanford, FL 32773
407-665-1012
kvalentine@seminolecountyfl.gov

(21) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on April 27, 2030, unless an extension is mutually agreed to in writing by the Parties.

[Remainder of page intentionally left blank. Signatures start on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT:	_____:
By:_____	By:_____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

[County signature on following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution by the Board of Seminole County only.
County Commissioners at its _____2026, regular meeting.

[End of document]

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0603

Title:

Approve and authorize the Chairman to execute the Resolution designating a portion of State Road 46, between Sanford Avenue and E. Lake Mary Boulevard, as “Mayor Larry A. Dale Memorial Highway”. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Addressing

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

State Representative Plakon requested and passed on the transportation designation bill, signed by Governor DeSantis, that proclaims State Road 46 between 25th Street and Lake Mary Blvd as the ‘Mayor Larry A. Dale Memorial Highway’.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Resolution naming a portion of State Road 46 between Sanford Avenue and E. Lake Mary Boulevard, as “Mayor Larry A. Dale Memorial Highway”.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION SUPPORTING THE DESIGNATION OF THAT PORTION OF S.R. 46 BETWEEN SANFORD AVENUE AND E. LAKE MARY BLVD WITHIN SEMINOLE COUNTY'S JURISDICTION WITH ABUTTING PROPERTIES IN THE CITY OF SANFORD AS "MAYOR LARRY A. DALE MEMORIAL HIGHWAY"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, former Mayor Larry A. Dale was a major force and a "larger than life" figure in the City of Sanford and served as the Mayor of the City of Sanford from 1997 through 2001 advancing the City of Sanford's growth and development, including significant contributions to the airport, the River Walk, and community partnerships that enriched local schools and facilities such as the aquatic center located at Seminole County School within the City of Sanford; and

WHEREAS, former Mayor Larry A. Dale, a longtime aviation devotee, subsequently served as President of the Orlando Sanford International Airport (SFB) from 2001-2018 and oversaw the renovation and expansion of SFB, which lead to profound economic development around the airport. Former Mayor Dale oversaw the introduction of Allegiant Airlines and the addition of nearly 100 flights at SFB, which tripled the airports assets and helped position the City of Sanford as a regional transportation hub; and

WHEREAS, Section 334.071, Florida Statutes, makes the installation of markers denoting honorary designation of transportation facilities contingent on the formal passage of a resolution of support by each affected local government prior to installation of the markers; and

WHEREAS, Chapter 2026-628, Laws of Florida, designates that portion of S.R. 46, located between Sanford Avenue and E. Lake Mary Boulevard located within Seminole County's

jurisdiction with abutting properties in the City of Sanford as "Mayor Larry A. Dale Memorial Highway" ("Designation"); and

WHEREAS, the roadway that is encompassed by the Designation is maintained by the Florida Department of Transportation ("FDOT") and is located within Seminole County's jurisdiction with abutting properties in the City of Sanford; and

WHEREAS, the effect of the Designation shall only require the placement of markers by FDOT at the termini or intersections specified above, and to provide authority for FDOT to place other markers as appropriate for the Designation; and

WHEREAS, the Seminole County Board of County Commissioners has reviewed the Designation and supports its adoption; and

WHEREAS, adoption of this Resolution will not result in any address changes, street name changes, or street sign changes for the road segment encompassed by the Designation; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. The honorary designation of that portion of S.R. 46, located between Sanford Avenue and E. Lake Mary Boulevard located within Seminole County's jurisdiction with abutting properties in the City of Sanford, is supported by the Seminole County Board of County Commissioners to be designated as "**MAYOR LARRY A. DALE MEMORIAL HIGHWAY**."

Section 2. This Resolution will become effective upon adoption by the Seminole County Board of County Commissioners.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

ANDRIA HERR, Chairman

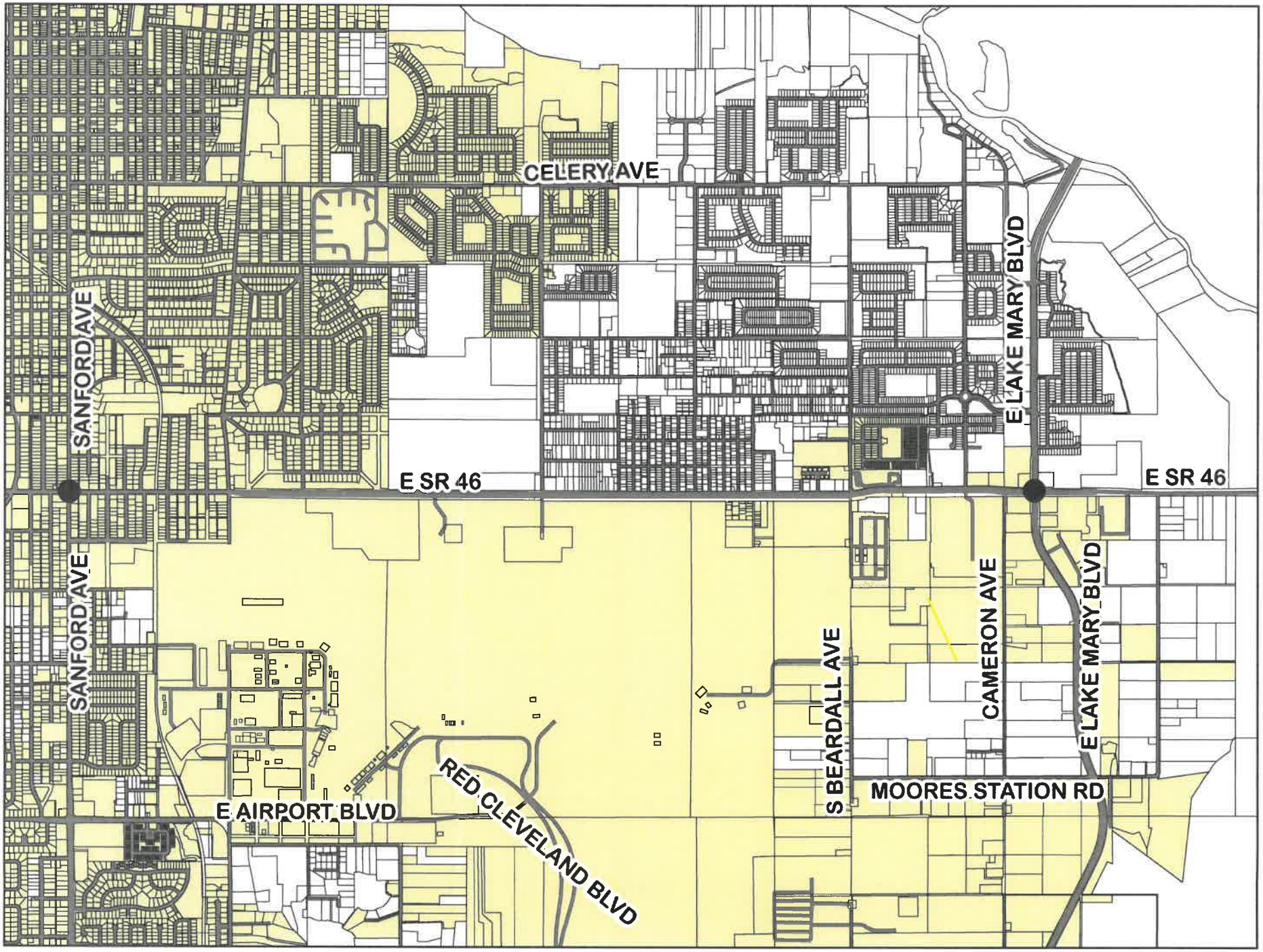
Authority: Section 334.071, Florida Statutes
Chapter 90, Seminole County Land Development Code

Attachment:
Exhibit A - Map

VND/sa
07/06/25
T:\Users\vnegrondiaz\Addressing\Mayor Larry A. Dale Highway Resolution.docx

THAT PORTION OF S.R. 46 BETWEEN SANFORD AVENUE AND E. LAKE MARY BLVD
LOCATED WITHIN SEMINOLE COUNTY'S JURISDICTION WITH ABUTTING PROPERTIES IN THE CITY OF SANFORD IS
DESIGNATED AS " MAYOR LARRY A. DALE MEMORIAL HIGHWAY"

1062



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0613

Title:

Approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs to manage residential grants through Florida Commerce. 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:

The Seminole County Office of Emergency Management oversees and manages all residential grant programs for the City of Altamonte Springs. This would allow staff to continue to work on these projects through this new grant opportunity from Florida Commerce.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs to manage residential grants through Florida Commerce.

MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR ADMINISTRATION OF FLORIDA DEPARTMENT OF COMMERCE HURRICANE IAN HAZARD MITIGATION GRANT MATCH PROGRAM

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered 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, referred to as "COUNTY"; and the **CITY OF ALTAMONTE SPRINGS,** a Florida municipal corporation whose address is 225 Newburyport Ave. Altamonte Springs, Florida 32701, referred to as "CITY."

WITNESSETH:

WHEREAS, on July 22, 2025, COUNTY and CITY entered into an interlocal agreement (the "Interlocal Agreement") whereby COUNTY was delegated authority to administer Federal Emergency Management (FEMA) Hazard Mitigation Grant Program (HMGP) funds on behalf of CITY to assist eligible homeowners with private property mitigation and resiliency grant funding initiatives pursuant to said program; and

WHEREAS, FEMA HMGP funding includes funding allotments for real property affected by Hurricane Ian; and

WHEREAS, the Florida Department of Commerce, through its Rebuild Florida Hurricane Ian Hazard Mitigation Grant Match Program (HMGMP), has made grant funds available to be applied toward assisting local governments eligible for FEMA HMGP, representing a portion of the latter program's local match requirement; and

WHEREAS, the Florida Department of Commerce has published a list of local jurisdictions eligible for receipt of aide pursuant to the HMGMP which includes COUNTY; and

WHEREAS, it is the intent of COUNTY and CITY to enter into this MOU to enable COUNTY to apply for and administer HMGMP funds on behalf of CITY, which shall be administered in conjunction with COUNTY's administration of FEMA HMGP funds on behalf of CITY pursuant to the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and CITY hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this MOU upon which COUNTY and CITY have relied.

Section 2. County Authorization to Administer HMGMP Funds on Behalf of City. CITY hereby authorizes COUNTY to administer the Florida Department of Commerce's HMGMP in conjunction with COUNTY's ongoing administration of FEMA HMGP pursuant to the Interlocal Agreement.

Section 3. County Responsibilities.

(a) Once notified by the Florida Department of Commerce (DOC) of a HMGMP funding opportunity, COUNTY will work directly with eligible property owners (the "Owners") to obtain approval from Owner to develop and submit an application for HMGMP matching funds. COUNTY has authority to determine which mitigation and resiliency projects are eligible and feasible based on HMGMP grant requirements.

(b) During the HMGMP grant application development phase, COUNTY shall:

(i) work with grant writers, when applicable, to support HMGMP grant applications for affected Owners.

(ii) submit HMGMP grant applications to DOC, on behalf of CITY and affected Owners.

(c) Once the HMGMP grant is awarded, COUNTY shall:

(i) execute any required HMGMP grant documents with DOC on behalf of CITY.

(ii) process HMGMP award payments for Owners pursuant to DOC guidance and rules.

(iv) complete any reporting or other required updates with DOC on behalf of CITY

(d) complete any other actions required by DOC pursuant to the HMGMP.

(e) COUNTY will process HMGMP grant applications on a first come first served basis. COUNTY, in its sole discretion, will determine how many HMGMP grant application requests it can process per year based on staffing limitations, budgetary constraints, or any other restriction that may limit COUNTY's ability to process HMGMP grant application requests. COUNTY, in its sole discretion, has the authority to contract with a third-party vendor to process grant application requests.

Section 3. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 4. Indemnification.

(a) 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 MOU, 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 (2025), as this statute may be amended from time to time.

(b) 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 MOU, 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 (2025), as this statute may be amended from time to time.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both CITY and COUNTY and their respective servants, agents, employees, or assigns are involved.

(d) Nothing contained in this MOU 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 (2025), as this statute may be amended from time to time.

(e) The waiver of any provision in this MOU 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.

Section 5. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail,

postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance to this provision.

As to COUNTY:
ATTN: Alan Harris
Office of Emergency
Management 150 Eslinger Way
Sanford, FL 32773

As to CITY:
City of Altamonte Springs
ATTN: City Manager
225 Newburyport Ave
Altamonte Springs, FL 32701

Section 6. Governing Law. This MOU will be governed by the laws of the state of Florida. The parties to this MOU consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida, Orlando Division, as to federal actions.

Section 7. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this MOU are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 8. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any state or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 9. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 10. Public Records Law.

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2025), with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2025), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

Section 11. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

Section 12. Effective Date and Term. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years from the Effective Date and may be renewed for an additional five (5) years upon conclusion of the initial five (5) year term. Any party may withdraw from and terminate this MOU upon sixty (60) days written notice to the other party.

[Balance of this page intentionally left blank; signature pages follow.]

IN WITNESS THEREOF, COUNTY and CITY has caused this MOU to be executed, said MOU is to become effective and operative with the fixing of the last signature hereto.

ATTEST:

CITY OF ALTAMONTE SPRINGS

_____
City Clerk

By:_____
PAT BATES, Mayor

Date:_____

Approved as to form and
legality

_____
City Attorney

[Balance of this page intentionally left blank. Signatures continue on following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

County Attorney

RM
6/10/26
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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0611

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-043 in the Federal Mitigation Grants Fund to appropriate funding in the amount of $8,203 for Phase I of erosion control improvements. District3 - Constantine **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Amirah Evanovich/407-665-7163

Background:

In June 2025 the County Manager authorized and executed the Hazard Mitigation Grant Program (HMGP) grant agreement for the purpose of erosion control improvements along the riverbank at 507 San Sebastian Prado, Altamonte Springs, Florida. FEMA has awarded the County the HMPG contract in the amount of $8,203.20 for Phase I only, which includes, but is not limited to surveying, engineering, design plans preparation, permitting and bidding for the proposed project, for Phase II approval. The grant match requirement will be paid by the resident. No County funds will be used for this project.

If approved for Phase II continuation, Emergency Management will bring Phase II approval to the Board at a future date.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-043 in the Federal Mitigation Grants Fund to appropriate funding in the amount of $8,203 for Phase 1 of erosion control improvements.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-043**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management / Emergency Management

Fund(s): 11933 Federal Mitigation Grants

RM Recommendation	
A. Evanovich	7/7/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To appropriate $8,203 in theFederal Mitigation Grants fund for Phase I of erosion control 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	11933	10025002	331510		DISASTER RELIEF (FEMA)		3315100001	8,203.20
Revenue								
Revenue								
Revenue								
						Total Sources		**8,203.20**
Expenditure	11933	10025002	530340		OTHER SERVICES		3409999902	7,500.00
Expenditure	11933	10025002	530490		OTHER CHARGES/OBLIGATIONS		4900561009	512.70
Expenditure	11933	10025002	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	190.50
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		8,203.20
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**8,203.20**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 22, 2025

Kathryn Valentine
Mitigation Coordinator
150 Eslinger Way
Sanford, Florida 32773

Re: Project #4673-179-R, Seminole County

Dear Ms. Valentine:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1165 between Seminole County and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Margaret.Mulder@em.myflorida.com. The Project Manager for this contract is:

Margaret Mulder, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Margaret Mulder at (850) 583-6215.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2025.08.26 15:40:27 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: **H1165**

Project Number: **4673-179-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
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	January 8, 2025
Subaward Period of Performance Start and End Date:	January 8, 2025 - April 30, 2026
Amount of Federal Funds Obligated by this Agreement:	$8,012.70
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$8,203.20
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$8,203.20
Federal award project description (see FFATA):	Flood Risk Reduction
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: 406-665-1012
   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 January 8, 2025 and shall end on April 30, 2026, 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 **$8,012.70**.

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: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2025.08.26 15:40:13 -04'00'

Name and Title: ___Kevin Guthrie, Director_____

Date: 26-AUG-2025

Witnesses:

Diana Massari
Signature

Diana Massari
Print Name

George Woodring
Signature

George Woodring
Print Name

SEMINOLE COUNTY

By: _____
Darren Gray, County Manager

Date: 6/24/25

As authorized for execution by the Board of County Commissioners at its May 23, 2023, 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: **$8,012.70**

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:
   - Other projects that reduce future disaster losses
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 improve erosion control along the riverbank behind a residence in Altamonte Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-179-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements along the riverbank at 507 San Sebastian Prado, Altamonte Springs, Florida 32714.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by stabilization along the Little Wekiva River. The proposed method of stabilization shall consist of a four (4)-tier naval style retaining wall. The retaining wall shall include the installation of twenty (20) feet long pilings with twelve (12) feet of embedment and eight (8) feet above ground. Sixteen (16) feet long sheet pilings shall be installed with eight (8) feet of embedment and eight (8) feet of face. The tiers shall be spaced four (4) feet apart from each other. The existing swimming pool shall be removed to allow for adequate space for the tiered retaining wall. Currently, the residence has a history of flooding during storm events that have also caused erosion along the riverbank near the residential building. The project shall address the erosion and flooding that has historically caused damage and still threatens the residence.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	507 San Sebastian Prado, Altamonte Springs, Florida 32714	(28.670122, -81.413346)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, erosion control/flooding study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the erosion control for stability. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

f) Color photographs of the project area and areas of ground disturbance.

g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the erosion control to mitigate San Sebastian Prado, Altamonte Springs, Florida.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The City shall submit any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
4) Historical Preservation compliance documents shall be obtained. Review documentation required:
    a) Color maps including topographical and aerial with the project location clearly marked.
    b) Color photographs of any area with ground disturbance (electronic).
    c) Indicate if project site is located within a designated historic district or historic neighborhood.
5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
    a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
    b) Previous and current use of proposed project area.
    c) Any known site work or historic uses for the proposed location.
    d) Any available studies that may have taken place on the property.
6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

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 budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) 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.

11) 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 **4673-179-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 8, 2025, and the Period of Performance for this project shall end on **April 30, 2026.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$10,000.00	$7,500.00	$2,500.00
Initial Agreement Amount:	**$10,000.00**	**$7,500.00**	**$2,500.00**
***Contingency Funds:	$254.00	$190.50	$63.50
Project Total:	**$10,254.00**	**$7,690.50**	**$2,563.50**
****SRMC**			
SRMC:	$512.70	$512.70	
SRMC Total:	**$512.70**	**$512.70**	

**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 an estimated $254.00 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 $512.70 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:	$7,690.50	(75.00%)
Non-Federal Share:	$2,563.50	(25.00%)
Total Project Cost:	**$10,254.00**	**(100.00%)**

SRMC (100% Federal)	$512.70

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: 90 Eslinger Way

CITY: Sanford STATE: Florida ZIP CODE: 32773

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4673-179-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1165

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: Flood Risk Reduction PROJECT #: 4673-179-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1165

	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 #:** 4673-179-R

PROJECT TYPE: Flood Risk Reduction **CONTRACT #:** H1165

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

H1165
DEM Contract Number

4673-179-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 #: 4673-179-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 8,012.70

OBLIGATION/ACTION DATE: January 8, 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 Phase II proposed scope of work shall provide protection by stabilization along the Little Wekiva River. The proposed method of stabilization shall consist of a four (4)-tier naval style retaining wall. The retaining wall shall include the installation of twenty (20) feet long pilings with twelve (12) feet of embedment and eight (8) feet above ground. Sixteen (16) feet long sheet pilings shall be installed with eight (8) feet of embedment and eight (8) feet of face. The tiers shall be spaced four (4) feet apart from each other. The existing swimming pool shall be removed to allow for adequate space for the tiered retaining wall. Currently, the residence has a history of flooding during storm events that have also caused erosion along the riverbank near the residential building. The project shall address the erosion and flooding that has historically caused damage and still threatens the residence.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	507 San Sebastian Prado, Altamonte Springs, Florida 32714	(28.670122, -81.413346)

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: John Lockwood, Mitigation & Resiliency Coordinator

DATE: 7/21/2025

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

John Lockwood, Mitigation & Resiliency Coordinator

Name and Title of Sub-Recipient/subcontractor's Authorized Official

07/21/2025

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:	John Lockwood
Signature:	
Title:	Mitigation & Resiliency Coordinator
Date:	7/21/2025

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.

SECTION 22. BUDGET AND FISCAL MANAGEMENT

22.20 GRANT MANAGEMENT

I. PURPOSE. Seminole County (the County) actively seeks grants from the federal government, the State of Florida, and from other available sources to increase the revenue available to support Seminole County programs and services and to invest in Seminole County capital projects. Such grants may come with specialized requirements which include, but may not be limited to, specific compliance rules, reporting requirements and the monitoring of other parties that may receive resources. The purpose of this administrative provision is to establish a Grants Administration Program to facilitate the application, acquisition and implementation of grant-funded projects.

II. POLICY. It is the policy of the Seminole County Board of County Commissioners (BOCC) that the County will seek grant funding for activities and assets that support County functions and benefit the County and its residents. All organizations that receive grant funds by BOCC must follow the policies and procedures set forth herein unless specifically exempted by the Board of County Commissioners. The Grant Management Program's policies set forth herein shall ensure grants receive a thorough evaluation by the County before the grant application is submitted and, in addition, adhere to the highest standards and guidelines set forth by the grantor, all regulatory agencies, and the County.

The policies set forth herein pertaining to the Seminole County Grant Management Program will require all parties to adhere to guidelines from the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards commonly called "Uniform Guidance", all pertinent Florida Statutes, Seminole County Ordinances and Administrative Codes, and the rules/procedures promulgated by the Committee of Sponsoring Organizational Framework (COSO).

A. GRANT MANAGEMENT PROGRAM APPLICATION CRITERIA. The County shall not apply for any grant award from any source unless the subject grant meets all the following requirements:

(1) Grants should support core County functions and be in the County's best interest.

(2) Grants must align with the County's mission, strategic priorities, and business plans.

(3) Grants should be feasible for staff to implement without imposing excessive demands on County resources.

(4) Grant applications should propose achievable and practical outcomes to accurately evaluate the impact and success of proposed activities.

(5) Grants aligning with County priorities will be analyzed for total costs and potential need for General Fund support.

B. GRANT APPLICATION REQUIREMENTS.

(1) BOCC approval is required to submit grant applications for all grants greater than $250,000 or require cash match or fund new additional positions. Upon approval by the BOCC, the County Manager or designee is authorized to submit the grant application.

(2) All grant applications must be approved by the County Manager or designee prior to submittal.

(3) County staff members designated by the County Manager or designee shall coordinate all grant submissions to review their impact and secure necessary approvals.

(4) BOCC approval is required to submit grant applications for all grants requiring a grant-funded employee and/or cost-match requirements greater than $250,000. Upon approval by the BOCC, the County Manager or designee is authorized to execute the grant application.

(5) The County Manager or designee is authorized to sign all grant applications approved by the BOCC or within the County Manager's authority to apply and all necessary grant-related forms including but not limited to MOUs, MOAs and Letters of Support.

C. AWARD AGREEMENT APPROVAL.

(1) Grant Agreements. The County Manager or designee is authorized to execute all grant award agreements, whether or not the grant application required BOCC approval, unless the awarding entity requires the Chairman's signature.

(2) Amendments to Grant Agreements. Amendments impacting County resources with a Budget Amendment Request require BOCC approval. All other amendments to any grant agreement, MOU or other document required during the term of the agreement which does not impact County resources with a Budget Amendment Request may be signed by the County Manager or designee.

D. GRANT MANAGEMENT PROCEDURES. The County's Resource Management Department shall develop procedures pertaining to the County's Grant Management Program, as directed by the County Manager, to ensure a thorough grasp of the regulatory and financial obligation of grant awards. These procedures will be outlined in the County's Grant Management Procedure Manual and will address processes to:

(1) Identify and vet projects that are appropriate candidates for grant funding.

(2) Research and identify grant funding opportunities for select projects and services.

(3) Track grant awards/projects and expenditures, program income, accomplishment of tasks, and submission of deliverables within compliance requirements.

(4) Establish subaward processes to include risk and fraud assessments and monitoring.

(5) Outline how the County will specify the process for external entities to obtain letters of support.

(6) Define the performance metrics to analyze the grant's effectiveness; and

(7) Document program processes and procedures that include, but are not limited to the grant application process, the grant execution process, the process to manage and to close the grant.

(8) The Grant Management Procedure Manual shall establish procedures outlining the grant application process, execution, management, and closure of the County's grants.

(9) The Grant Management Procedure Manual will be reviewed annually to ensure effectiveness and compatibility with future policy updates and county operations. The County Manager or designee is authorized to revise any/all sections of the Grant management Procedure Manual without Board approval.

E. POLICY ENFORCEMENT. All Seminole County employees, subrecipients, contractors, and all others engaged in Seminole County grants, must adhere to this policy and the procedures included in the County's Grant Management Procedure Manual. Seminole County employees carry additional compliance responsibilities related to grants. The Resource Management Department, under the direction of the County Manager, is tasked with enforcing this policy.

F. AUTHORITY. Resolution 2009-R-9 adopted January 13, 2009
Resolution 2010-R-250 adopted December 14, 2010
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2024-R-15 adopted February 25, 2025

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0569

Title:

Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and the National Center for Simulation in the amount of $50,000 for the purpose of supporting the efforts to retain the Program Executive Office Simulation, Training, and Instrumentation (PEO STRI) in Central Florida. Countywide **(Gui Cunha, Office of Economic Development & Tourism Director)**

Division:

Office of Economic Development and Tourism - Economic Development

Authorized By:

Gui Cunha, Office of Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

For more than 50 years, Central Florida has been home to the U.S. Army's Program Executive Office for Simulation, Training and Instrumentation (PEO STRI), the Army's only acquisition headquarters in Florida and the cornerstone of the nation's Modeling, Simulation and Training (MS&T) industry. Today, the organization manages approximately $2.6 billion in acquisition programs, oversees more than 300 programs and 300,000 fielded systems worldwide, and administers $2.9 billion in Foreign Military Sales across 66 countries.

Together with the Navy, U.S. Space Force, academia, and private industry, PEO STRI anchors Team Orlando-a nationally recognized innovation ecosystem that generates an estimated $11.6 billion annual economic impact and supports more than 30,000 high-wage jobs. Florida has invested over $160 million to secure and retain this mission in Central Florida.

The U.S. Department of Defense is currently restructuring Army acquisition organizations, creating uncertainty about the long-term location and role of PEO STRI,

which will transition to the Capability Program Executive for Simulation, Training, Test and Threat (CPE ST3). Maintaining this mission in Central Florida is vital to preserving one of the region's most significant economic and innovation drivers.

Seminole County is an integral part of this ecosystem, with numerous MS&T companies, nearly 1,000 residents directly employed by Team Orlando military organizations, and thousands more working in supporting industry and academia. Any reduction or relocation of this mission would have significant economic consequences for Seminole County, affecting high-wage employment, private investment, business growth, and the region's long-standing leadership in defense innovation.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County Government and the National Center for Simulation in the amount of $50,000 for the purpose of supporting the efforts to retain the Program Executive Office Simulation, Training, and Instrumentation (PEO STRI) in Central Florida.

SEMINOLE COUNTY/
THE TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC.,
D/B/A NATIONAL CENTER FOR SIMULATION
ECONOMIC INCENTIVE PARTNERSHIPAGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____, 2026, by and between **SEMINOLE COUNTY,** hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the **TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC.**, a Florida Not for Profit Corporation, d/b/a the **NATIONAL CENTER FOR SIMULATION**, hereinafter "NCS", whose address is 3039 Technology Parkway, Ste. 212-215, Orlando, Florida 32826, being collectively referred to as the "Parties".

W I TN ES S ET H:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the retention and expansion of existing industries and businesses within Seminole County; and

WHEREAS, NCS operates as the National Center for Simulation, which is a not-for-profit trade association with government, academic, and industry members operating as an open consortium; and

WHEREAS, the vision of NCS is to be the internationally recognized leader in promoting,

protecting, and growing the modeling, simulation, and training (MS&T) community; and

WHEREAS, NCS coordinates with regional and national partners in activities for the support and promotion of both the Modeling, Simulation & Training (MS&T) industry and the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) in Central Florida; and

WHEREAS, NCS monitors and reports on developments, risks, and opportunities affecting the MS&T industry in Central Florida; and

WHEREAS, NCS supports advocacy efforts to preserve and grow the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) presence in the Central Florida region; and

WHEREAS, NCS has applied to the COUNTY for funding to provide such services for the COUNTY; and

WHEREAS, NCS has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such services as set forth in this Agreement; and

WHEREAS, the COUNTY has determined that the provision of such services is in the best interest of the citizens of the COUNTY, and, to that end, the COUNTY has appropriated funds for such Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties do hereby covenant goes as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Term. This Agreement shall be effective from the date of its execution by the Parties ("Effective Date") and shall remain in effect until September 30, 2026, unless earlier terminated as provided in this Agreement.

Section 3. Funding. COUNTY agrees to contribute an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) ("County Contribution") to NCS. Said County Contribution shall be paid in one installment and shall be issued according to Section 6 of this Agreement. The Parties agree that the County Contribution shall be granted to and used by NCS to promote the MS&T industry and its business, employment and economic impact, and to advocate for and promote the importance of preserving the PEO STRI in Central Florida, as set forth in Section 4.

Section 4. Purpose and Services to be Provided. NCS shall use the County Contribution to promote the MS&T industry and its business, employment and economic impact, and to advocate for and promote the importance of preserving the PEO STRI in Central Florida, as described in Exhibit "C". NCS shall provide to COUNTY the services ("Services") identified in Exhibit "D", Scope of Services and Performance Measures.

Section 5. Allowable Costs. NCS agrees that the County Contribution shall be reduced in the amount of any expenditure by NCS that is found, on the basis of audit examination in accordance

with Section 12, not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services, as delineated in Section 4 of this Agreement.

Section 6. Payment. COUNTY shall remit the County Contribution to NCS within 30 days of full execution of this Agreement.

Section 7. Performance Measures and Report. The COUNTY shall use the Performance Measures listed in Exhibit "D" to determine the effectiveness of the Services provided by NCS. NCS agrees to submit a Services and Performance Measures Report and shall detail the expenditure of the County Contribution. Failure to comply with the requirement for submission of such report shall constitute grounds for termination of this Agreement and may result in the ineligibility of NCS to receive contributions from the COUNTY.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records Law.

(a) NCS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. NCS acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, NCS will provide COUNTY with all requested public records in NCS's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) NCS specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, NCS will transfer, at no cost to COUNTY, all public records in possession of NCS, or keep and maintain public records required by COUNTY under this Agreement. If NCS transfers all public records to COUNTY upon completion of this Agreement, NCS must destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If NCS keeps and maintains the public records upon completion of this Agreement, NCS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of NCS 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 NCS's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "NCS" includes employees to be paid from funds provided under this Agreement.

(d) IF NCS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NCS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. First S t r e e t , SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

(a) NCS shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non- exempt public records shall be and remain available at NCS's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) NCS agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of NCS's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. NCS will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Guilherme "Gui" Cunha, Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, FL 32746

With a Copy to:

Irma Stenman, Business Development Manager
Seminole County Government
1055 AAA Drive, Suite 144
Lake Mary, FL 32746

For NCS:

George E. Cheros, President & CEO
Training and Simulation Technology
Consortium, Inc.
d/b/a National Center for Simulation
3100 Technology Parkway, Suite 131
Orlando, FL 32826

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) NCS shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by NCS

to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by NCS, and NCS assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 4 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 15. Insurance.

(a) NCS, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. NCS shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) NCS shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by NCS will relieve NCS of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions

of the policies of insurance purchased and maintained by NCS in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of NCS.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then NCS shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and NCS shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of NCS or any other party.

(b) General Requirements.

(1) Before commencing work, NCS shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services
Building 1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as

the insurance is no longer required to be maintained, NCS shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, NCS shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30)

days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by NCS.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and NCS as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials,

officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by NCS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by NCS.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with

respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2026), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2026), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then NCS shall immediately notify COUNTY as soon as NCS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as NCS has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, NCS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of NCS, NCS, at NCS's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit

A. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by NCS and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) NCS's insurance must cover NCS and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by NCS are as specified in Exhibit A.

(D) If NCS asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2026), as this statute may be amended from time to time, NCS shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including NCS, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) NCS's insurance must cover NCS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If NCS's work, or work under its direction, control, or sub-contract, requires blasting,

explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by NCS are as specified in Exhibit A.

(3) Business Auto Liability.

(A) NCS's insurance must cover NCS for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event NCS does not own automobiles, NCS shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by NCS are as specified in Exhibit A.

(4) Professional Liability.

(A) NCS shall maintain an Errors & Omissions Liability policy providing

professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, NCS warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If NCS contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then NCS shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by NCS are as specified in Exhibit A.

(5) Crime and Employee Dishonesty Liability.

(A) NCS shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of NCS's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified

in Exhibit A. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by NCS are as specified in Exhibit A.

Section 16. Conflict of Interest.

(a) NCS agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) NCS hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of NCS to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, NCS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 17. Equal Opportunity Employment.

(a) NCS shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. NCS shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include,

but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) NCS agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

(a) Persons employed or retained by NCS in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) NCS assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to NCS personnel or contractors working on behalf of NCS obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by NCS, NCS will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to NCS, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. NCS covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of NCS to solicit or secure this Agreement. NCS warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for NCS any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and NCS, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) NCS shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by NCS herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to NCS by COUNTY.

(3) NCS shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to NCS by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) NCS fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) NCS fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to NCS and upon NCS 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment; or

(4) Require that NCS refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by NCS, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by NCS.

Section 26. Termination. COUNTY may, by written notice to NCS, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of NCS to fulfill the Agreement obligations. Upon receipt of such notice, NCS shall:

(a) Immediately discontinue all services affected unless the notice directs otherwise.

(b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by NCS in performing this Agreement, whether completed or in process. In no event shall such delivery include NCS's background intellectual property, or any intellectual property developed solely by NCS during the performance of this project.

(c) If the termination is for the convenience of COUNTY, NCS shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", NCS shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of NCS to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. NCS shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of NCS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of NCS.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that NCS had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a "foreign country of concern". COUNTY is required to obtain an affidavit from NCS attesting that it is not a "foreign country of concern" as defined by statute. NCS has completed the required affidavit and it is attached hereto as Exhibit B.

Section 31. Appropriations. This Agreement is subject to the appropriation of fiscal year funding by Seminole County Board of County Commissioners. NCS acknowledges and understands

that Seminole County's performance and obligation to perform under this Agreement is wholly contingent upon the appropriation of funds by the Seminole County Board of County Commissioners, and is, consequently, subject to any modification, including the withholding all or part of Seminole County's intended performance or obligation to perform, in Seminole County's sole discretion. Seminole County has the right to terminate this Agreement for non-funding at no cost or liability to Seminole County.

[*Remainder of page intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

ATTEST:

TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC., D/B/A THE NATIONAL CENTER FOR SIMULATION

_____
Witness

By:_____
GEORGE E. CHEROS, President & CEO

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Exhibit A – Insurance Requirements
Exhibit B – Foreign Country of Concern Affidavit
Exhibit C – Preserving PEO STRI in Central Florida Briefing Sheet
Exhibit D – Scope of Services and Performance Measures

JBN 7/14/2026
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EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

SEMINOLE COUNTY/
THE TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC.,
D/B/A NATIONAL CENTER FOR SIMULATION
ECONOMIC INCENTIVE PARTNERSHIPAGREEMENT

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

B. Officers and Directors:

$1,000,000	Each Occurrence
$1,000,000	General Aggregate

~~ End Exhibit A ~~

EXHIBIT B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____ , and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
    a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
    b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____, by _____.
(Insert Name of Affiant)

_____
Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

~~ End Exhibit B ~~

EXHIBIT C

PRESERVING PEO STRI IN CENTRAL FLORIDA

Briefing sheet

What:

The U.S. Army's Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) is vital to the Modeling, Simulation and Training (MS&T) industry in Orlando. PEO STRI is also an integral part of our nation's defense, joint force readiness and global military partnerships.

Based in the Central Florida Research Park (CFRP), PEO STRI is at risk under the Army Transformation Initiative. The tentative plan could reduce the number of PEOs and merge Army's Futures Command (AFC) with Army Training and Doctrine Command (TRADOC). This action could jeopardize $11.6B in economic impact across the state including 30K high-wage jobs in the Central Florida region.

Impact of PEO STRI Overall:

- Trains every Army Soldier, from individual skill building to brigade-level Combat Training Center rotations
- Operates the Persistent Cyber Training Environment for U.S. Cyber Command and supports all Joint All Domain Operations
- Integrates live, virtual and constructive training with advanced modeling and simulation for the future battlefield
- Manages international training and Foreign Military Sales, strengthening alliances with foreign partner capacity

PEO STRI Florida Impact:

- MS&T industry is responsible for approximately 30K jobs in the Central Florida region with an average wage above $100K annually
- Total economic impact in Florida is $11.6B of which over $6B comes from the Central Florida region
- Florida already provides 450K SF of office space at zero rent to the members of Team Orlando within the CFRP. Due to this $150M investment from the state, tenants are only responsible to over O&M costs
- PEO STRI executes an annual acquisition budget of $2.6B and manages almost 300 active programs

Next Steps

Local leaders, being led by the National Center for Simulation (NCS) and the Orlando Economic Partnership (OEP), along with other members of the Metro Orlando Defense Task Force are meeting to develop a strategy to support saving PEO STRI in Orlando
The strategy includes a collaborative effort of NCS, OEP, Key Industry Partners, City and County Governments with a strong activated community-based advocacy effort being directed by Tranquility Insight and its President Jay Galbraith.

Update

The local industry and partners are ensuring we are in-step with the new strategy set forth by the Department of War focused on

- Foreign National Sales
- Next Gen Construction
- Space
- UAS, CUS

- This collective focus potentially creates an opportunity to bring work from other locations across the country and grow what we have here
- We have been and continue to work & communicate with key Florida Congressional Delegation Members and their staff. In addition, talking with the National Security Council and the Department of War Officials
- Further, there have been several key local industry segment "fly-in" to Washington to meet with key officials on this subject. The Orlando Economic Partnership had a "fly-in" in mid-May which further illustrates the broad economic support of our work in Central Florida.

~~ End Exhibit C ~~

EXHIBIT D

SCOPE OF SERVICES
AND PERFORMANCE MEASURES

SEMINOLE COUNTY/
THE TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC.,
D/B/A NATIONAL CENTER FOR SIMULATION
ECONOMIC INCENTIVE PARTNERSHIPAGREEMENT

NCS shall perform the following measurable activities in support of advocacy efforts to preserve and grow the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) presence in the Central Florida region.

1. **Scope of Activities**
    a. Partnership Engagement
        i. Activities supporting coordination with Team Orlando partners and stakeholders.
    b. Industry Impact Support
        i. Activities supporting and promoting the economic and strategic impact of the MS&T industry.
    c. Strategic Advocacy Coordination
        i. Engagement with community, government, and industry partners to support regional priorities.
    d. Monitoring of Outcomes and Indicators
        i. Ongoing monitoring of developments, risks, and opportunities affecting Team Orlando.

2. **Reporting Requirement**
    a. One final report due November 1, 2026

3. **Required Report Content**
    a. Each report shall include at a minimum:
        i. Activities performed
            1. Summary of activities conducted under each category in Section 1, including identification of meetings, engagements, and initiatives.
        ii. Industry Impact Updates
            1. Any updated economic or industry information, including notable trends, developments, or new stakeholders.
        iii. Coordination and Advocacy Efforts
            1. Identification of organizations engaged and description of joint efforts or aligned activities.

iv. Outcomes / Indicators
    1. Relevant federal, state, or regional developments; measurable signs of progress or setbacks; and risks, challenges, or emerging issues.

4. Minimum Performance Standards

a. At least one (1) documented activity or engagement per reporting period.
b. 100% on-time submission of required reports.
c. Reports must be sufficiently detailed to demonstrate substantive effort.

5. Final Report

a. NCS shall submit one (1) final Performance Report due November 1, 2026, summarizing:
    i. Total activities conducted
    ii. Key outcomes and developments
    iii. Overall impact during the term of the Agreement

6. Additional Requirements

a. At least one documented activity or engagement per reporting period
b. Report must be sufficiently detailed to demonstrate substantive efforts and progress.

~~ End Exhibit D ~~

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0628

Title:

Approve and authorize the Chairman to execute the Amended Grant Award Agreement and the Release of Grant Award Agreement between Seminole County and the Florida Communities Trust transferring restrictions from the Jetta Point Property to Rolling Hills. District3 - Constantine & District4 -Lockhart **(Richard Durr, Parks & Recreation Director)**

Division:

Parks and Recreation - Parks and Recreation

Authorized By:

Richard E. Durr, Jr., CPRP, AICP, PLA

Contact/Phone Number:

Sherry Williams/407-665-2170

Background:

On August 23, 2018, the Florida Communities Trust (FCT) Board granted conditional approval for the land exchange, which involved transferring grant restrictions from Jetta Point to Rolling Hills. At that time, Seminole County submitted an amendment to the Grant Agreement to officially release the grant conditions from Jetta Point and assign them to Rolling Hills.

The County subsequently received a letter from FDEP dated March 27, 2026, confirming the release from any further remediation obligations, with the exception of those outlined in the Declaration of Restrictive Covenant (DRC) recorded by Seminole County on March 18, 2026.

After sharing the FDEP letter with FCT staff, the County was provided with a “Release of Grant Award Agreement” and an “Amended Grant Award Agreement.” These documents officially remove all FCT grant obligations from Jetta Point and transferred them to Rolling Hills.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Amended

Grant Award Agreement and the Release of Grant Award Agreement between Seminole County and the Florida Communities Trust transferring restrictions from the Jetta Point Property to Rolling Hills.

Prepared by and Return to:
Ruth-Ann Creary, FCCM
Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 115
Tallahassee, FL 32399-3000

FLORIDA COMMUNITIES TRUST
FF3 AWARD #03-055-FF3
FCT CONTRACT #05-CT-9S-03-F3-J1-055
JETTA POINT PROPERTY

RELEASE OF GRANT AWARD AGREEMENT

THIS RELEASE OF GRANT AWARD AGREEMENT is executed this _____ day of _____, 2026, by the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Environmental Protection, in order to release terms, conditions, and restrictions on the use of property described in the Grant Award Agreement dated October 21, 2004, Award #03-055-FF3, contract #05-CT-9S-03-F3-J1-055, said property also being known as the JETTA POINT PROPERTY, ("Grant Parcel").

WHEREAS, Seminole County ("Recipient") applied for and received a grant award to purchase the Grant Parcel; and

WHEREAS, the Grant Parcel is subject to certain covenants and restrictions imposed by the Grant Award Agreement recorded in the public records of Seminole County at Official Records Official Records Book 05601, Page 1747 et seq.; and

WHEREAS, FCT on December 14, 2016, issued its Order Granting Petition for Waiver to Recipient which granted a permanent waiver of Rule 62-818.016(1)a, Florida Administrative Code (F.A.C.), to remove the contiguity requirement for a proposed land exchange property and a temporary waiver of Rule 62-818.016(2)(d) and (e), F.A.C., to temporarily delay production of the survey and title policy for the proposed land exchange; and

WHEREAS, on February 8, 2017, Recipient came before the FCT Governing Board (FCT Board) and moved the FCT Board for conditional approval of the County's land exchange request made pursuant to Rule 62-818.016, F.A.C., wherein Recipient proposed to exchange its FCT-approved project known as Jetta Point Park (FCT Award

#03-055-FF3) (Jetta Point) for an alternative proposed project site located several miles away and not contiguous to Jetta Point; and

WHEREAS, the alternative proposed project site is a former golf course known as Rolling Hills, which is comprised of several parcels (Rolling Hills Property), as described in Exhibit “A” attached to this First Amendment and made a part hereof; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.

NOW THEREFORE, the FCT hereby releases Grant Parcel Number(s):

31-20-31-5BB-0000-0240,
05-21-31-300-002B-0000,
05-21-31-300-002A-0000,
09-21-31-300-009F-0000,
09-21-31-300-009E-0000,
04-21-31-300-002E-0000,
04-21-31-300-0350-0000,
04-21-31-300-002G-0000,
04-21-31-300-002T-0000,
04-21-31-300-0020-0000,
04-21-31-300-002K-0000,
04-21-31-300-0320-0000,
04-21-31-300-002V-0000,
04-21-31-300-002Q-0000,
04-21-31-300-002F-0000,
04-21-31-300-002D-0000,
04-21-31-300-002C-0000,
04-21-31-300-002P-0000,
04-21-31-300-0310-0000,
04-21-31-300-002W-0000,
04-21-31-300-002X-0000, and
04-21-31-300-002Y-0000

from the covenants and restrictions placed upon them by Grant Award Agreement recorded in the public records of Seminole County at Official Records Book 05601, Page 1747 et seq. The Grant Parcel is more particularly described as follows in “Exhibit A” to the same Grant Award Agreement.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the FCT has caused these presents to be executed in its name by its Chair, the first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Witnesses:

_____
Print Name: _____

Department of Environmental Protection
3900 Commonwealth Boulevard, MS #_____
Tallahassee, Florida 32399- _____

_____
Print Name: _____

Department of Environmental Protection
3900 Commonwealth Boulevard, MS #____
Tallahassee, Florida 32399-_____

FLORIDA COMMUNITIES TRUST

By:_____
Chair or Designee

Print Name:_____

Title: _____
Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS #103
Tallahassee, Florida 32399

Date:_____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 ____, by _____ as _____ for the Florida Communities Trust.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

(SEAL)

_____

_____
Signature of Notary Public, State of Florida

_____
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT "A"

PARCEL 1:

The Westerly 50.00 feet of the West Half of the Southwest Quarter and the Easterly 50.00 feet of the Westerly 100 feet of the West Half of the Southwest Quarter, lying Southerly of Sanford Oviedo Road (S.R. 419), EXCEPT the Southerly 1600.40 feet thereof. Said land lying and being situate in Seminole County, Florida.

FURTHER LESS AND EXCEPT that part taken by Order of Taking recorded May 30, 1999, in Official Records Book 2299, Page 1001, Public Records of Seminole County, Florida.

PARCEL 2:

The Easterly 50.00 feet of the Westerly 150.00 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East lying Southerly of Sanford Oviedo Road (State Road 419) EXCEPT the Southerly 1600.40 feet thereof.

AND

The Easterly 50.00 feet of the Westerly 200.00 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East, lying Southerly of Sanford Oviedo Road (State Road 419), EXCEPT the Southerly 1600.40 feet thereof.

LESS AND EXCEPT that part taken by Order of Taking recorded May 30, 1999, in Official Records Book 2299, Page 1001, said land lying and being situate in Seminole County, Florida.

PARCEL 3:

The Easterly 100 feet of the Westerly 300 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East lying Southerly of Sanford, Oviedo road (S.R. 419), LESS AND EXCEPT the Southerly 1600.40 feet thereof, and further LESS AND EXCEPT that part taken by Order of Taking recorded May 20, 1991, in Official Records Book 2295, Page 1853, said land lying and being situate in Seminole County, Florida.

PARCEL 4:

The Westerly 225.00 feet of the Northerly 242.80 feet of the Southerly 1600.40 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East, except an easement over the Southerly 25.00 feet for road and drainage purposes, said land lying and being in Seminole County, Florida.

PARCEL 5:

The North 242.80 feet of the Southerly 1600.40 feet of the Easterly 225.00 feet of the Westerly 450.00 feet of the West Half of the Southwest Quarter, Section 4, Township 21 South, Range 31 East, Seminole County, Florida.

AND

The Easterly 50.00 feet of the Westerly 350.00 feet of the West Half of the Southwest Quarter, Section 4, Township 21 South, Range 31 East, Seminole County, Florida, lying Southerly of Sanford, Oviedo Road (S.R. 419), except the Southerly 1600.40 feet thereof.

The Easterly 50.00 feet of the Westerly 400.00 feet of the West Half of the Southwest Quarter, Section 4, Township 21 South, Range 31 East, Seminole County, Florida, lying Southerly of Sanford, Oviedo Road (S.R. 419), except the Southerly 1600.40 feet thereof.

LESS AND EXCEPT that part taken by Order of Taking recorded May 30, 1991, in Official Records Book 2299, Page 1001, Public Records of Seminole County, Florida.

PARCEL 7:

The Westerly 675 feet of the Northerly 460.6 feet of the Southerly 1357.6 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East, said land lying and being situate in Seminole County, Florida.

LESS AND EXCEPT that part taken by Order of Taking recorded May 17, 1991, in Official Records Book 2295, Page 742, Public Records of Seminole County, Florida.

PARCEL 8:

The Northerly 435.6 feet of the South 897.00 of the Westerly 675.00 feet of the West Half of the Southwest Quarter, Section 4, Township 21 South, Range 31 East, said land lying and being situate in Seminole County, Florida.

LESS that part taken by Order of Taking recorded May 30, 1991, in Official Records Book 2299, Page 984, Public Records of Seminole County, Florida.

PARCEL 9:

The Northerly 242.80 feet of the South 461.40 feet of the Easterly 225.00 feet of the Westerly 675.00 feet of the West Half of the Southwest Quarter, Section 4, Township 21 South, Range 31 East, Seminole County, Florida, except an easement over the Easterly and Southerly 25.00 feet for road and drainage purposes.

PARCEL 10:

The Easterly 225.00 feet of the Westerly 675.00 feet of the Southerly 218.60 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31, East, SUBJECT TO: an easement over the Northerly 25.00 feet for road and drainage purposes. Said land lying and being situate in Seminole County, Florida.

PARCEL 11:

The Easterly 225.00 feet of the Westerly 450.00 feet of the Southerly 218.60 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31, East, SUBJECT TO: an easement over the Northerly 25.00 feet for road and drainage purposes. Said land lying and being situate in Seminole County, Florida.

PARCEL 12:

The North 435.60 feet of the South 897.00 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East, LESS the West 675 feet thereof, said land lying and being situate in Seminole County, Florida. (Also known as Parcel 7 of that certain unrecorded development plan known as Pines of Tuscawilla)

FURTHER LESS AND EXCEPT that part taken by Order of Taking recorded May 17, 1991, in Official Records Book 2295, Page 742, Public Records of Seminole County, Florida.

PARCEL 13:

That part of the North 371.05 feet of the NW ¼ of the NW ¼ of Section 9, Township 21 South, Range 31 East, lying North of A.C.L. Railroad right-of-way and West of Expressway, and the South 25 feet of the North 371.05 feet of the West 145.21 feet of the NE ¼ of the NW ¼ of said Section 9, lying West of Expressway, as now established; said land lying and being situate in Seminole County, Florida; Further Less and Except that part taken by Order of Taking recorded May 30, 1991, Recorded in Official Records Book 2299, Page 984, Public Records of Seminole County, Florida.

PARCEL 14:

THAT PART OF THE MAP OF THE PHILLIP R. YOUNGE GRANT, AS RECORDED IN PLAT BOOK 1, PAGES 35 THROUGH 38 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY AND THAT PART OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, SAID TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA,THENCE RUN S 01°18'56"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 205.56 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE "LAKE CHARM" BRANCH OF THE SEABOARD COAST LINE RAILROAD, BEING A 100 FOOT WIDE RIGHT OF WAY, WITH THE EASTERLY RIGHT OF WAY LINE OF THE "BLACK HAMMOCK" BRANCH OF THE SEABOARD COAST LINE RAILROAD, THENCE RUN N55°28'02"W ALONG SAID EASTERLY RIGHT OF WAY LINE Of THE " BLACK HAMMOCK" BRANCH OF THE SEABOARD COAST LINE RAILROAD, FOR A DISTANCE OF 13.84 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 685.18 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 60°55'40", AN ARC LENGTH OF 728.61 FEET, A CHORD LENGTH OF 694.76 FEET, AND A CHORD BEARING OF N25°00'12"W (SAID CURVE INFORMATION OBTAINED FROM RIGHT OF WAY DRAWINGS PREPARED BY "REPS" REGIONAL ENGINEERS, PLANNERS AND SURVEYORS INC., JOB NO. 95802, SHEETS 12 AND 13 OF 25; DATED SEPTEMBER 1996); THENCE RUN N84°32'22"W FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID "BLACK HAMMOCK" BRANCH OF THE SEABOARD COAST LINE RAILROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED, SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 785.18 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 32°04'16", AN ARC LENGTH OF 439.50 FEET, A CHORD LENGTH OF 433.79 FEET, AND A CHORD BEARING OF S10°34'30"E TO ITS INTERSECTION WITH THE RIGHT OF WAY LINE OF SAID "LAKE CHARM" BRANCH OF THE SEABOARD COAST LINE RAILROAD, BEING A 100 FOOT WIDE RIGHT OF WAY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1952.36 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°20'55"; AN ARC LENGTH OF 523.00 FEET, A CHORD LENGTH OF 521.44 FEET, AND A CHORD BEARING OF N66°02'38"W TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID "BLACK HAMMOCK" BRANCH OF THE SEABOARD COAST LINE RAIL ROAD, BEING A 100 FOOT WIDE RIGHT OF WAY, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 756.16 FEET THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 38°59'50" AN ARC LENGTH OF 514.67 FEET, A CHORD LENGTH OF 504.79 FEET, AND A CHORD BEARING OF N53°23'02"E TO THE WESTERLY RIGHT OF WAY LINE OF SAID "BLACK HAMMOCK" BRANCH OF THE SEABOARD COAST LINE RAILROAD THENCE RUN S05°27'38"W ALONG SAID LINE FOR A DISTANCE OF 86.78 FEET TO THE POINT OF BEGINNING.

PARCEL 15:

THAT PART OF THE MAP OF THE PHILLIP R. YOUNGE GRANT, AS RECORDED IN PLAT BOOK 1, PAGES 35 THROUGH 38 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY AND THAT PART OF SECTIONS 5, AND 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN S00°24'55"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 205.56 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE LAKE CHARM BRANCH OF THE SEABOARD COAST LINE RAILROAD (100' R/W) WITH THE EASTERLY RIGHT OF WAY LINE OF THE BLACK HAMMOCK BRANCH OF SEABOARD COAST LINE RAILROAD, SAID POINT OF INTERSECTION BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 799.85 FEET AND A CHORD BEARING OF N49°02'35"W THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 08°11'08" FOR A DISTANCE OF 114.27 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 651.23 FEET AND A CHORD BEARING OF N20°36'17"W; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 54°35'00" FOR A DISTANCE OF 620.40 FEET; THENCE RUN N06°21'38"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1540.55 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN S89°32'22"E ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 434 (60' R/W) FOR A DISTANCE 131.05 FEET; THENCE RUN S00°11'57"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH. RANGE 31 EAST FOR A DISTANCE OF 1958.31 FEET TO THE POINT OF BEGINNING.

LESS: RIGHT OF WAY FOR THE EASTERN BELTWAY PER RIGHT OF WAY TAKINGS FILED APRIL 19, 1991, IN OFFICIAL RECORDS BOOK 2286, PAGE 374, AND MAY 30, 1991, RECORDED IN OFFICIAL RECORDS BOOK 2299, PAGE 984, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 16:

The Westerly 225.00 feet of the Southerly 218.60 feet of the West Half of the Southwest Quarter of Section 4, Township 21 South, Range 31 East, said land lying and being situate in Seminole County, Florida. Except an easement over the northerly 25.00 feet for road and drainage purposes.

PARCEL 17:

THAT PART Of THE SOUTH 267.80 FEET OF THE NORTH 638.85 FEET OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LYING NORTH OF THE A.C.L. RAILROAD RIGHT OF WAY AND THE SOUTH 267.80 FEET OF THE NORTH 638.85 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LYING WEST OF THE DEDICATED ROADWAY. WITH A 15.0 FOOT DRAINAGE EASEMENT RESERVED ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE, BEGIN 431.36 FEET NORTH 89 DEGREES 52' 26" EAST OF THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; RUN THENCE NORTH 15 DEGREES 15' 18" WEST 37.90 FEET: THENCE NORTH 07 DEGREES 30' 16" EAST 107.05 FEET; THENCE NORTH 32 DEGREES 01' 31" WEST 147.54 FEET TO THE

NORTH LINE OF THE ABOVE DESCRIBED PROPERTY, LOCATED IN SEMINOLE COUNTY, FLORIDA.

LESS:

THE SOUTH 267.80 FEET OF THE NORTH 638.85 FEET OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, LYING EAST OF EXPRESSWAY (STATE ROAD 417) AND WEST OF DEDICATED ROADWAY (FOX FIRE TRAIL) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, THENCE SOUTH 01 DEGREES 18' 56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 146.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF A.C.L. RAILROAD: THENCE SOUTH 55 DEGREES 30' 53" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 393.39 FEET; THENCE NORTH 89 DEGREES 38' 03" EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 893.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 38' 03" EAST A DISTANCE OF 262.82 FEET TO A POINT Of CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 351.99 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 40' 12" WEST AND A CHORD DISTANCE OF 156.65 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 42' 52" A DISTANCE OF 157.97 FEET; THENCE SOUTH 01 DEGREES 11' 14" EAST A DISTANCE OF 35.0 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.82 FEET, A CHORD BEARING OF SOUTH 43 DEGREES 47' 30" WEST AND A CHORD DISTANCE OF 107.19 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 57' 28" A DISTANCE: OF 119.04 FEET; THENCE SOUTH 88 DEGREES 46' 14" WEST A DISTANCE OF 39.87 FEET; THENCE SOUTH 01 DEGREES 13' 46" EAST A DISTANCE Of 2.10 FEET; THENCE SOUTH 89 DEGREES 38' 03" WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 86.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 417, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15428.87 FEET, A CHORD BEARING OF NORTH 06 DEGREES 35' 23" WEST, AND A CHORD DISTANCE OF 269.39 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 00' 02", A DISTANCE OF 269.43 FEET TO THE POINT OF BEGINNING.

ALSO LESS STATE ROAD NO. 417

TOGETHER WITH:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING WEST OF STATE ROAD 417 (SEMINOLE EXPRESSWAY, STATE PROJECT NUMBER 97770-2302), NORTH OF THE CSX RAILROAD (200 FEET RIGHT-OF-WAY) AND SOUTH OF THE NORTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1237, PAGE 494 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S 01° 18' 56" E ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 146.27 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF THE C.S.X. TRANSPORTATION, INC. LAKE CHARM BRANCH

RAIL CORRIDOR (200 FEET RIGHT-OF-WAY); THENCE S 55° 30' 53" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY A DISTANCE OF 1170.69 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 417 (SEMINOLE EXPRESSWAY, STATE PROJECT NUMBER 97770-2302) FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY BOUNDARY AND A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 15128.87 FEET, THROUGH A CENTRAL ANGLE OF 00° 40' 15" FOR AN ARC LENGTH OF 177.13 FEET (THE CHORD OF SAID ARC BEARING N 05° 52' 04" W 177.13 FEET) TO A POINT LYING ON THE NORTH BOUNDARY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1237, PAGE 494 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY S 89° 38' 03" W ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 236.31 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF THE CSX TRANSPORTATION, INC. LAKE CHARM BRANCH RAIL CORRIDOR (200 FEET RIGHT-OF-WAY); THENCE S 55° 30'53" E ALONG SAID NORTHEASTERLY RIGHT-OF--WAY BOUNDARY A DISTANCE OF 308.66 FEET TO THE POINT OF BEGINNING.

PARCEL 18:

ACCESS EASEMENT DESCRIPTIONS

50' ACCESS EASEMENT

A PORTION OF LOT 19, MAP OF THE PHILLIP R. YONGE GRANT, AS RECORDED IN PLAT BOOK 1, PAGES 35-36, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LOCATED IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF EAGLE WATCH PHASE ONE, AS RECORDED IN PLAT BOOK 49, PAGES 8-9, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF VISTAWILLA DRIVE, AS RECORDED IN PLAT BOOK 47, PAGES 60-61, PBULIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND SAID POINT ALSO BEING ON A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 09°50'26" AND A RADIUS OF 790.00 FEET; THENCE FROM A TANGENT BEARING OF N10°18'05"E, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 135.68 FEET; THENCE DEPARTING SAID CURVE, RUN N06°10'16"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.33 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN S89°35'48"E, A DISTANCE OF 484.15 FEET FOR A POINT OF BEGINNING; THENCE N00°24'12"E, A DISTANCE OF 50.00 FEET; THENCE S89°55'48"E, A DISTANCE OF 562.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SCLE RAILROAD (VACATED); THENCE S06°21'38"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.27 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN N89°35'48"W, A DISTANCE OF 557.67 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT

A PORTION OF LOT 19, MAP OF THE PHILLIP R. YONGE GRANT, AS RECORDED IN PLAT BOOK 1, PAGES 35-38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LOCATED IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE AT THE NORTHEAST CORNER OF VISTAWILLA DRIVE, AS RECORDED IN PLAT BOOK 47, PAGES 60-61, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID VISTAWILLA DRIVE; THENCE S00°27'38"W, A DISTANCE OF 207.34 FEET; THENCE S06°10'16"W, A DISTANCE OF 34.92 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S89°35'48"E, A DISTANCE OF 479.10 FEET; THENCE S00°24'12"W, A DISTANCE OF 50.00 FEET; THENCE N89°35'48"W, A DISTANCE OF 484.15 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE; THENCE RUN N06°10'16"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.25 FEET TO THE PONT OF BEGINNING.

FDOT ACCESS EASEMENT

A PART OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF SR. 434, WEST OF THE C.S,X. RAILROAD (100 R/W) AND EAST OF THE PHILLIP R. YOUNG ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE RUN NORTH 00 DEGREES 41'23" WEST ALONG THE EAST LINE OF SAID SECTION 5 AND SAID GOVERNMENT LOT 1 A DISTANCE OF 1956.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 434 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89 DEGREES 34'03" WEST ALONG SAID SOUTHERLY RIG HT~ OF-WAY LINE A DISTANCE OF 231.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 05 DEGREES 30'47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 66.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05 DEGREES 30'47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 85.88 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 70 DEGREES 00'00" WEST A DISTANCE OF 47.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET; THENCE RUN WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109 DEGREES 17'33' A DISTANCE OF 143.06 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00 DEGREES 42'27" WEST TANGENT TO SAID CURVE A DISTANCE OF 44.00 FEET; THENCE RUN NORTH 89 DEGREES 17'33" EAST A DISTANCE OF 79.61 FEET, THENCE RUN SOUTH 80 DEGREES 21'30" EAST A DTSTANCE OF 75.82 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PART OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S. R. 434, WEST OF THE C.S.X. RAILROAD (100' R/W) AND EAST OF THE PHILLIP R. YOUNG ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 35, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 00 DEGREES 41' 23" WEST ALONG THE EAST LINE OF SAID SECTION 5 AND SAID GOVERNMENT LOT 1 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S. R. 434, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89 DEGREES 34' 03" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 231.37 FEET TO A POINT ON THE WESTERLY RIGHT OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 05 DEGREES 30' 47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 66.44 FEET; THENCE CONTINUE SOUTH 05 DEGREES 30' 47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 85.88 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 70 DEGREES 00' 00" WEST A DISTANCE OF 47.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET; THENCE RUN WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109 DEGREES 17' 33" A DISTANCE OF 143.06 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 45 DEGREES 42' 27" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 62.23 FEET; THENCE RUN NORTH 89 DEGREES 17' 33" EAST A DISTANCE OF 44.00 FEET; THENCE RUN SOUTH 00 DEGREES 42' 27" EAST A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING.

Prepared by and Return to:
Ruth-Ann Creary, FCCM
Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 115
Tallahassee, FL 32399-3000

FLORIDA COMMUNITIES TRUST
FF3 AWARD #03-055-FF3
FCT CONTRACT #05-CT-9S-03-F3-J1-055
ROLLING HILLS PROPERTY
F/K/A JETTA POINT PROPERTY

AMENDED GRANT AWARD AGREEMENT

THIS AMENDED GRANT AWARD AGREEMENT is entered into this ___ day of _____, 2026, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Environmental Protection, and SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Recipient").

WHEREAS, the Recipient acquired a parcel of property pursuant to a grant from the FCT, effective October 21, 2004; and

WHEREAS, on December 14, 2016, FCT issued its Order Granting Petition for Waiver to Recipient (OGC Case No. 16-1342), which granted a permanent waiver of Rule 62-818.016(1)(a), Florida Administrative Code (F.A.C.), to remove the contiguity requirement for a proposed land exchange property and a temporary waiver of Rule 62-818.016(2)(d) and (e), F.A.C., to temporarily delay production of the survey and title policy for the proposed land exchange; and

WHEREAS, on February 8, 2017, Recipient came before the FCT Governing Board (FCT Board) and moved the FCT Board for conditional approval of the County's land exchange request made pursuant to Rule 62-818.016, F.A.C., wherein Recipient proposed to exchange its FCT-approved project known as Jetta Point Park (FCT Award #03-055-FF3) (Jetta Point) for an alternative proposed project site which is located several miles away, not contiguous to Jetta Point, and is a former golf course known as Rolling Hills comprised of several parcels (Rolling Hills Property), as described in Exhibit "A" attached to this First Amendment and made a part hereof; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.

NOW THEREFORE, the FCT and the Recipient hereby agree to place the following covenants and restrictions on the parcel(s) of property described in particularity in Exhibit "A" (the "Project Site").

I. GENERAL CONDITIONS

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official records of Seminole County, Florida, and in such manner and in such other places as FCT may reasonably request and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection may forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Project Site herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS115
Tallahassee, FL 32399-3000

Recipient: Seminole County
1101 East 1st Street
Sanford, FL 32771
Attn: County Attorney's Office

7. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES

1. If any essential term or condition of this Agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within thirty (30) days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(f), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT, and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund unless FCT negotiates an agreement with another local government or nonprofit organization that agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of the eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair, or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair,

replacement, or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild, or replace the Project Site so as to prevent the occurrence of a default hereunder.

6. Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE RECIPIENT

1. The Project Site shall be managed only for the conservation, protection, and enhancement of natural and historical resources and for passive, natural resource based public outdoor recreation that is compatible with the conservation, protection, and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan, as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 62-818.013, F.A.C.

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction. ·

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native

species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature, and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

IV. OBLIGATIONS INCURRED BY RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall provide at least sixty (60) days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transactions, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE Recipient AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE Recipient OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT-APPROVED MANAGEMENT PLAN

1. Two (2) or more resource-based outdoor recreational facilities, including a picnic pavilion and nature trails, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and Seminole County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

5. The natural community that occurs on the Project Site shall be appropriately managed to ensure the long-term viability of this community.

6. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including gopher tortoises. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

7. An ongoing monitoring and control program for invasive vegetation, including exotic (non-native) and nuisance native plant species, shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Florida Invasive Species Council's List of Invasive Plant Species located in Florida to assist in identifying invasive exotics on the Project Site.

8. A comprehensive landscaping plan will be developed for the Project Site. The landscaping plan will make significant use of native plants. Degraded wetland communities on the Project Site shall be restored in terms of biological composition and ecological function.

9. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historical Resources, in order to prevent the disturbance of significant sites.

10. An assessment of existing structures on the Project Site shall be conducted to determine which structures will be demolished or renovated. Structures over fifty (50) years old shall be assessed in conjunction with the Division of Historical Resources.

11. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

12. The location and design of the parking area and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

13. Pedestrian and bicycle access shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed to provide an alternative to automobile transportation to the Project Site.

14. The proposed Project Site trails system shall be linked to Seminole Wekiva Trail via a local sidewalk connection where feasible. Proposed improvements will include a signed route to encourage the use of pedestrian transportation within the local neighborhood and access to the regional Seminole Wekiva Trail.

15. Site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

16. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement, including Exhibit "A", constitutes the entire agreement between the parties.

- SIGNATURES ON FOLLOWING PAGE -

ATTEST:

BOARD OF COUNTY COMMISIONERS

SEMINOLE COUNTY, FLORIDA

_____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

ANDRIA HERR, Chairman

For the use and reliance
of Seminole County only.

Date: _____

As authorized for execution by the

Board of County Commissioners at its

_____ 20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____

County Attorney

Witnesses:

FLORIDA COMMUNITIES TRUST

_____
Print Name: _____

By:_____
Chair or Designee

Department of Environmental Protection
3900 Commonwealth Boulevard, MS #_____
Tallahassee, Florida 32399- _____

Print Name:_____

Title: _____
Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS #103
Tallahassee, Florida 32399

_____

Date:_____

Print Name: _____

Department of Environmental Protection
3900 Commonwealth Boulevard, MS #____
Tallahassee, Florida 32399-_____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 ____, by _____ as _____ for the Florida Communities Trust.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

(SEAL)

_____

Signature of Notary Public, State of Florida

_____
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

Exhibit A

Rolling Hills Golf Course
Legal Description

Tract No. 6, SANLANDO SPRINGS, as recorded in Plat Book 5, page 53; Tract No. 11, SANLANDO SPRINGS, as recorded in Plat Book 5, page 48; Tract No. 12, SANLANDO SPRINGS, as recorded in Plat Book 5, page 59; Tract No. 14, SANLANDO SPRINGS, as recorded in Plat Book 5, page 58; Tract No. 25, SANLANDO SPRINGS, as recorded in Plat Book 5, page 45; Tract No. 26, SANLANDO SPRINGS, as recorded in Plat Book 5, page 17; Tract No. 31, SANLANDO SPRINGS, as recorded in Plat Book 5, page 15; Tract No. 32, SANLANDO SPRINGS, as recorded in Plat Book 5, page 18, of the Public Records of Seminole county, Florida, said tracts being described respectively as the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section 1, Township 21 South, Range 29 East, and the Northeast Quarter of the Southeast Quarter, and the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 29 East, of the United States General Land Office Surveys.
AND
From the Southwest corner of Lot 3, Block E, SANLANDO SPRINGS, Tract No. 31, according to the plat thereof as recorded in Plat Book 5, page 15, of the Public Records of Seminole County, Florida, run South along the Est right of way line of Raymond Avenue, 25.02 feet to the centerline of vacated Lenwood Avenue; thence run North 87° 45' 00", along said centerline 106.68 feet for a Point of Beginning, thence continue North 87° 45' 00" East, 31.90 feet; thence run North 02° 15' 00" West, 25.00 feet to the Southeast corner of said Lot 3; thence run North 23° 06' 00" West, along the East Line of lot 3, a distance of 33.78 feet; thence run South 02° 43' 00" East, 45.56 feet; thence run South 87° 45' 00" West 20.25 feet; thence run South 02° 15' 00" East, 11.00 feet to the Point of Beginning.
AND
Lots 12 and 13, Block C, Tract 14, SANLANDO SPRINGS, according to the plat thereof as recorded in Plat Book 5, page 58, of the public records of Seminole County, Florida.
AND
Lots 10, 11, 12 and 13, Block "A", Tract 25, SANLANDO SPRINGS, as recorded in Plat Book 5, page 45, Public Records of Seminole County, Florida.
Together with vacated rights-of-way belonging or in anywise appertaining to Rolling Hills G. C., Inc. a/k/a Rolling Hills Golf Club, Inc.
Less
Blocks A through G, inclusive of aforesaid Tract No. 6, SANLANDO SPRINGS; Blocks A through G, inclusive of aforesaid Tract No. 11, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid Tract No. 12, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid tract no. 14, SANLANDO SPRINGS; Blocks A through E, inclusive of aforesaid Tract No. 25, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid Tract No. 26, SANLANDO

(Continued)

SPRINGS; Blocks A through E, inclusive of aforesaid Tract No. 31, SANLANDO SPRINGS; and Blocks A through E, inclusive of aforesaid Tract No. 32, SANLANDO SPRINGS.
ALSO LESS
All roads, streets, drives, avenues or other means of ingress and egress, however described, as provided and platted for access to the individual lots of the above described tracts.
AND
From the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 21 South, Range 29 East, Seminole County, run South 89°39'44" West along the South line of said Southwest 1/4, a distance of 50 feet for a Point of Beginning, thence continue South 89°39'44" West, a distance of 31.22 feet, thence run North 39°30'14" East, a distance of 127.31 feet to the East line of said Southwest 1/4, thence run South 0°11'46" East, a distance of 47.75 feet to a point 50 feet Northerly of said Southeast corner of the Southwest 1/4, thence run South 44°44' West, a distance of 70.80 feet to the Point of Beginning.
AND
Begin at the S.E. corner of the SW 1/4 of the NW 1/4 of section 1, Township 21 South, Range 29 East, run thence North along the East line of said SW 1/4 of the NW 1/4, 50.0 feet; thence run Southwesterly to a point on the South line of said SW 1/4 of the NW 1/4, 50.0 feet West of said SE corner of the SW 1/4 of the NW 1/4; run thence East along the South line of said SW 1/4 of the NW 1/4 50.0 feet to the Point of Beginning.

Parcel Identification Numbers: 01-21-29-5CK-140C-0120 and 01-21-29-5CK-2500-0000

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2026-0584

Title:

Millage Rates for TRIM Notification - Approve the proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2026/27 County Budget. (**Timothy Jecks, Management & Budget Director**)

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

As defined in Florida Statute 200.065, Truth In Millage (TRIM) is a legally mandated process to notify taxpayers and the public of their property tax rates. The purpose of this item is for Board approval of the proposed millage rates and set the date, time, and location of the First Public Hearing to tentatively adopt the FY 2026/27 Budget. Once approved, the proposed millage rates will be included in the “Notice of Proposed Taxes” mailed to property owners in August.

Proposed Millage Rates:

The FY 2026/27 proposed millage rates are as follows:

- 5.3751 mills Countywide General Fund
- 2.7649 mills Fire/Rescue MSTU
- 0.1107 mills Unincorporated Road MSTU.

All proposed millages are the same as the existing rates.

Public Hearings are proposed as follows:

1st Public Hearing - Tuesday, September 15, 2026, at 5:30pm, BCC Chambers

2nd Public Hearing - Tuesday, September 22, 2026, at 5:30pm, BCC Chambers

Requested Action:

Staff requests the Board approve the proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2026/27 County Budget.

Truth In Millage "TRIM" 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:

	FY26 CURRENT MILLAGE	FY27 ROLLBACK RATE	FY27 PROPOSED MILLAGE	% INCREASE OVER ROLLBACK
COUNTYWIDE				
General County Millage	**5.3751**	**5.1595**	**5.3751**	**4.18%**
SPECIAL DISTRICTS				
Fire/Rescue MSTU	**2.7649**	**2.6569**	**2.7649**	**4.06%**
Unincorporated Road MSTU	**0.1107**	**0.1062**	**0.1107**	**4.24%**
TOTAL BCC Millage	**8.2507**	**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 7.3620 mills, which represents an 4.01% increase over the current year "aggregate" rolled-back millage rate of 7.0781 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, 2026)

DISTRICT	FY 2026/27 Taxable Growth	Millage Rate	Versus Current Rate	Preliminary Taxable Value	Ad Valorem Estimate At 96%	Comparison To FY 2025/26 — FY 2025/26 Adopted Ad Valorem At 96%	FY 2025/26 Adopted FY 2026/27 vs Adopted	FY 2025/26 Final Value Ad Valorem Estimate At 96%	FY 2025/26 Final Value FY 2026/27 vs Final Value
General Fund	**5.38%**								
Current		**5.3751**	**0.0000**	**60,311,712,007**	**311,214,224**	296,000,000	15,214,224	295,321,751	15,892,473
Rolled Back		5.1595	(0.2156)	60,311,712,007	298,731,147	296,000,000	2,731,147	295,321,751	3,409,396
Majority Vote		5.1595	(0.2156)	60,311,712,007	298,731,147	296,000,000	2,731,147	295,321,751	3,409,396
Two-Thirds Vote		5.6755	0.3004	60,311,712,007	328,607,157	296,000,000	32,607,157	295,321,751	33,285,406
Unincorporated Roads	**5.02%**								
Current		**0.1107**	**0.0000**	**29,530,925,846**	**3,138,311**	3,000,000	138,311	2,988,259	150,052
Rolled Back		0.1062	(0.0045)	29,530,925,846	3,010,737	3,000,000	10,737	2,988,259	22,478
Majority Vote		0.1062	(0.0045)	29,530,925,846	3,010,737	3,000,000	10,737	2,988,259	22,478
Two-Thirds Vote		0.1168	0.0061	29,530,925,846	3,311,244	3,000,000	311,244	2,988,259	322,985
Fire District	**5.05%**								
Current		**2.7649**	**0.0000**	**42,158,063,274**	**111,900,316**	106,700,000	5,200,316	106,517,403	5,382,913
Rolled Back		2.6569	(0.1080)	42,158,063,274	107,529,368	106,700,000	829,368	106,517,403	1,011,965
Majority Vote		2.6569	(0.1080)	42,158,063,274	107,529,368	106,700,000	829,368	106,517,403	1,011,965
Two-Thirds Vote		2.9226	0.1577	42,158,063,274	118,282,709	106,700,000	11,582,709	106,517,403	11,765,306
Total Ad Valorem Taxes					**426,252,851**	**405,700,000**	**20,552,851**	**404,827,413**	**21,425,438**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

File Number: 2026-0626

Title:

Call Center Update **(Joe Alcala, Information Technology Director)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

File Number: 2026-0624

Title:

Microtransit Update **(Kristian Swenson, Assistant County Manager)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

File Number: 2026-0622

Title:

Boards and Committees (**Tricia Johnson, Deputy County Manager)**